



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111
Fax (661) 947-8604
www.palmdalewater.org

Board of Directors

ROBERT E. ALVARADO
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Division 2

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KATHY MAC LAREN
Division 4

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Division 5

LAGERLOF, SENEAL, GOSNEY & KRUSE LLP
Attorneys



March 22, 2012

*Agenda for Regular Meeting
of the Board of Directors of the Palmdale Water District
to be held at the District's office at 2029 East Avenue Q, Palmdale
Wednesday, March 28, 2012
7:00 p.m.*

NOTE: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x103 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale. Please call Dawn Deans at 661-947-4111 x103 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.
- 5) Presentations:
 - 5.1) Cash for Grass Rebate Program. (Water Conservation Supervisor Roberts)

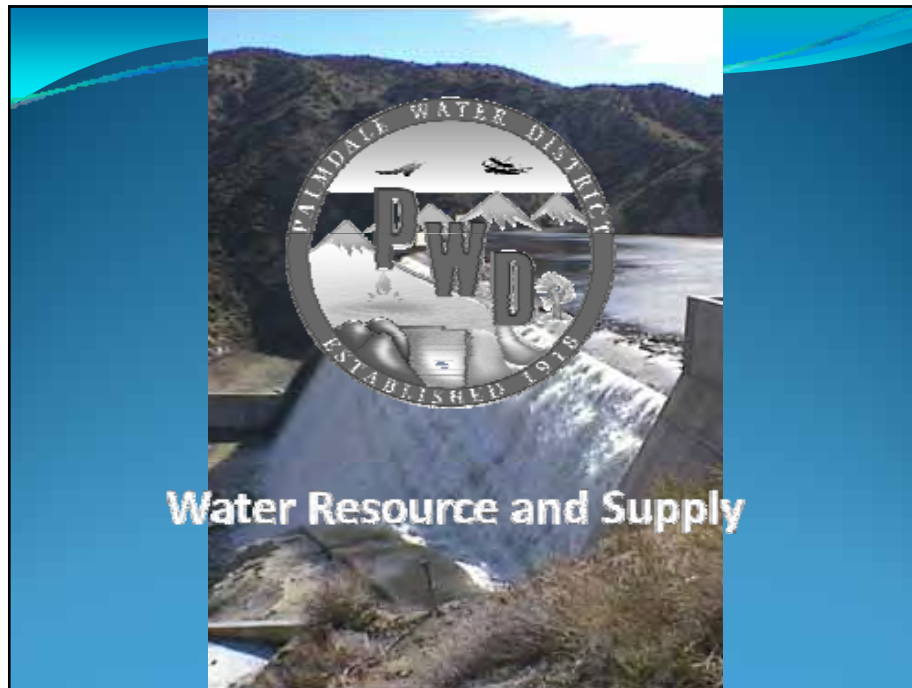
- 5.2) Presentation on overview of water resource activities. (Water & Energy Resources Manager Pernula)
- 5.3) Presentation on water quality. (Operations Manager Thompson II/Water Quality Supervisor Kerschner)
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 6.1) Approval of minutes of regular meeting held March 14, 2012.
 - 6.2) Payment of bills for March 28, 2012.
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and possible action on energy efficiency proposal received from Orion Engineering Systems West. (Facilities Committee/General Manager LaMoreaux)
 - 7.2) Consideration and possible action on authorization to execute a contract with NorthStar Engineering Environmental Division for CEQA work for a long term water transfer from Butte County to Palmdale Water District. (\$29,930.00 – Budgeted – Water Supply & Reliability Committee/Water & Energy Resources Manager Pernula)
 - 7.3) Consideration and possible action on District membership in Greater Antelope Valley Economic Alliance. (\$2,500.00 – Budgeted – General Manager LaMoreaux)
- 8) Information Items:
 - 8.1) Reports of Directors: Meetings/Committee Meetings/General Report.
 - 8.2) Report of General Manager.
 - 8.3) Report of Attorney.
- 9) Public comment on closed session agenda matters.
- 10) Closed session under:
 - 10.1) Government Code Section 54956.9(a), existing litigation: *Antelope Valley Ground Water Cases*.
 - 10.2) Government Code Section 54956.9(a), existing litigation: *City of Palmdale vs. Palmdale Water District, Case No. BC413432 (Rate Litigation)*.
 - 10.3) Government Code Section 54956.9(a), existing litigation: *City of Palmdale vs. Palmdale Water District and Palmdale Water District Public Facilities Corporation, Case No. BC413907 (Validation Action)*.
 - 10.4) Government Code Section 54956.9(a), existing litigation: *Palmdale Water District vs. City of Palmdale, Case No. BC420492 (Recycled Water Litigation)*.

- 10.5) Government Code Section 54956.9(a), existing litigation: *United States, et al. v. J-M Manufacturing Company, Inc., et al., United States District Court for the Central District of California Case No. ED CV06-0055-GW.*
- 10.6) Government Code Section 54956.9(a), existing litigation: *Central Delta Water Agency vs. Department of Water Resources, Sacramento Superior Court Case No. 34-2010-80000561.*
- 10.7) Government Code Section 54956.9(b), potential litigation: one case.
- 11) Public report of any action taken in closed session.
- 12) Board members' requests for future agenda items.
- 13) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd



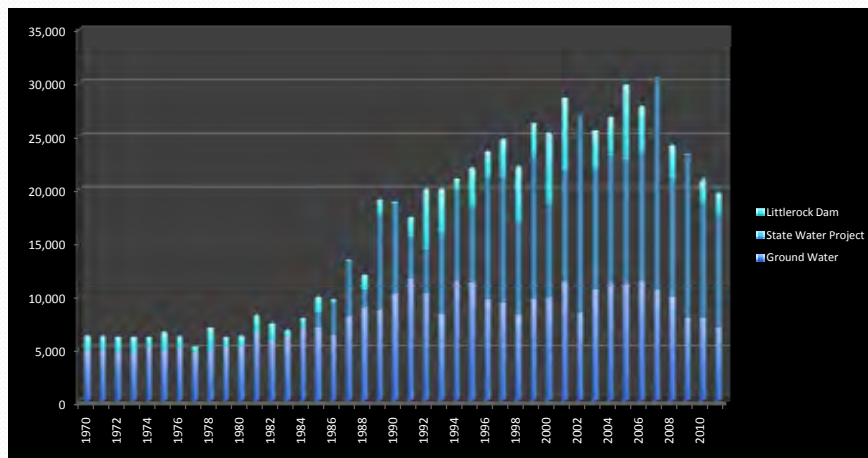
Palmdale Water District currently utilizes three sources of water

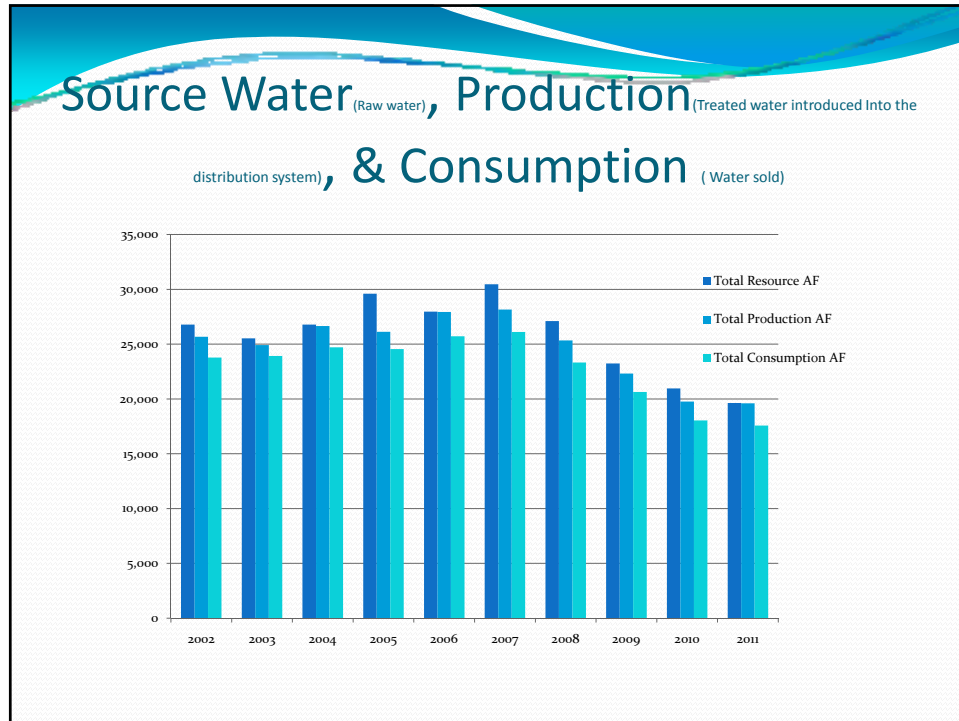
- **Local Surface Water from Littlerock Dam**
 - This water is subject to local hydrology and seasonal snow melt from the north slope of the San Gabriel mountains
- **Imported Water From the State Water Project DWR**
 - PWD has a 21,300 acre foot Table A contract quantity with the Department of Water Resources (DWR). This water is subject to annual hydrology in the Feather River Basin, north of Sacramento, and must be pumped out of the bay delta prior to shipment south in the California Aqueduct
- **Local Ground Water**
 - This Water is a historic core water source for the District and is currently under adjudication through the courts

PWD Water Supply Source Components and Quantities In Acre Feet Since 1990

YEAR	SURFACE WATER SWP	GROUND WATER	LITTLEROCK DAM	TOTAL ACRE FEET
1990	8,608	10,099	110	18,817
1991	3,914	11,682	1,758	17,354
1992	4,035	10,296	5,662	19,993
1993	7,761	8,211	4,000	19,972
1994	8,418	11,460	1,122	21,000
1995	6,961	11,276	3,771	22,008
1996	11,434	9,691	2,409	23,534
1997	11,861	9,270	3,595	24,726
1998	8,893	8,135	5,040	22,068
1999	13,277	9,720	3,165	26,163
2000	8,974	9,765	6,500	25,239
2001	10,397	11,302	6,851	28,550
2002	18,480	8,298	0	26,777
2003	11,421	10,608	3,499	25,528
2004	12,076	11,046	3,659	26,781
2005	11,678	11,086	6,866	29,597
2006	12,224	11,359	4,378	27,961
2007	20,030	10,427	0	30,457
2008	14,272	9,786	3,045	27,103
2009	15,388	7,764	78.6	23,231
2010	10,959	7,776	1861	20,956
2011	10,032	7,025	2569	19,626

Source Water comparisons by year





(WHAT?)PWD Planning Documents

- **Urban Water Management Plan (UWMP)**
 - In 1983, State Assembly Bill 797 modified the California Water Code Division 6 by creating the UWMPA. The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMP) for submission to the Department of Water Resources (DWR). These plans, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983. PWD has completed, adopted and filed an Urban Water Management Plan every five years since 1990.
- **Integrated Regional Water Management Plan (IRWMP)**
 - Leaders and agencies in the Antelope Valley Region recognized the need for regional cooperation and planning. A number of organizations in the AV joined to form a Regional Water Management Group (RWMG) to work together and create an IRWM Plan. Members of the RWMG include the Antelope Valley-East Kern Water Agency (AVEK), Antelope Valley State Water Contractors Association (AVSWCA), City of Lancaster, City of Palmdale, Littlerock Creek Irrigation District, Los Angeles County Sanitation District (LACSD) Nos. 14 and 20, Los Angeles County Waterworks District No. 40 (LACWWD 40), Palmdale Water District (PWD), Quartz Hill Water District (QHWD), and Rosamond Community Services District (RCS). The IRWMP identifies regional water resource shortfalls out to the year 2035.

(HOW?) PWD Planning Documents

- **PWD Strategic Water Resources Plan**

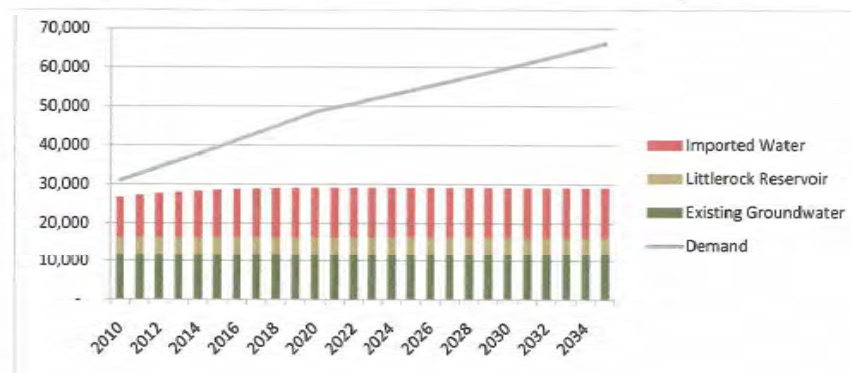
- Palmdale Water District's Strategic Water Resources Plan (SWRP) has been developed as a road map to plan for projects that best meet the District needs for near term and long term water supplies. The final Strategic Water Resources Plan incorporates various water source components and costs into one plan with a list of alternatives and priorities for water supply reliability for future growth within the District.
- The District is currently preparing responses to comments received from the City of Palmdale on our draft Programmatic Environmental Impact Report (PEIR) for the SWRP.

- **PWD Recycled Water Master Plan**

- In August of 2009 PWD completed its final draft Recycled Water Master Plan. PWD is pursuing recycled water to offset increased potable water demand and diversify the District's water supply options. Palmdale Water District's Recycled Water Master Plan defines a set of alternatives for a new distribution system to deliver recycled water from the Palmdale Reclamation Plant to some combination of District's municipal customers, agricultural customers adjacent to the District, and groundwater recharge using recycled water.
- In January of 2010 PWD prepared a draft Recycled Water Master Plan Initial Study/Mitigated Negative Declaration for CEQA compliance. This document is currently on hold pending the outcome of recent litigation.

Future Water Demands PWD SWRP

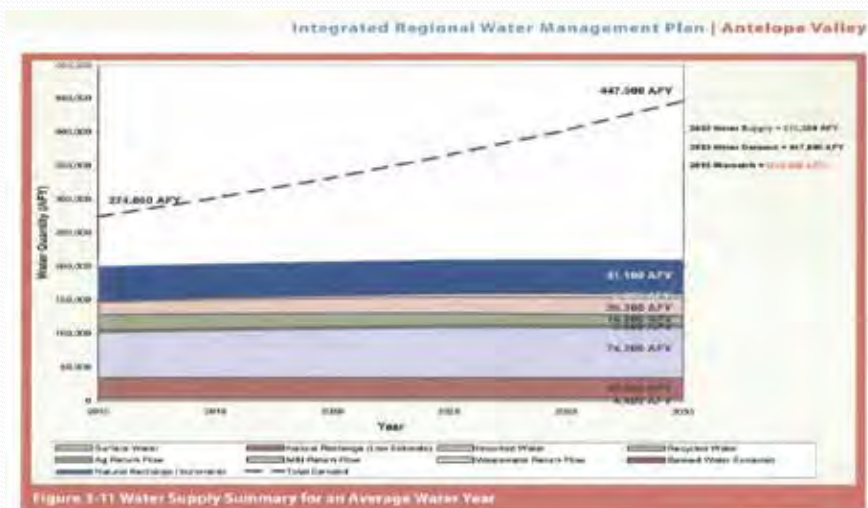
Figure 2-3: Current Supplies Available to Meet Demands Under Average Conditions



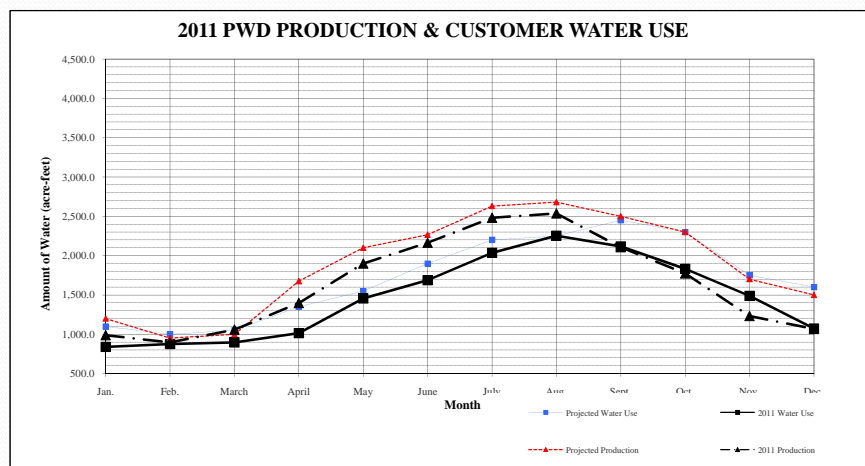
March 2010

2-2

Future Water Demands IRWMP

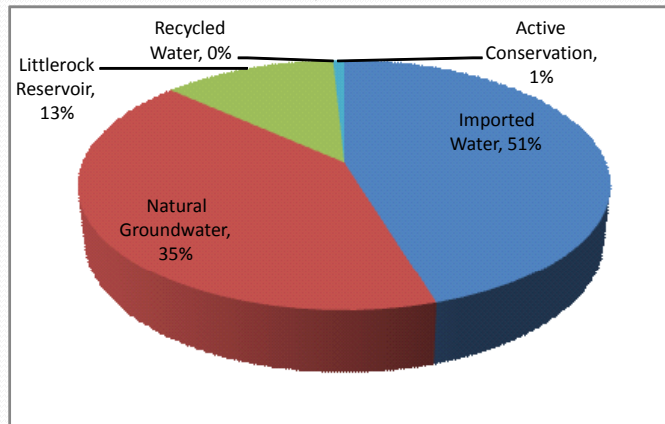


2011 ACTUAL MONTHLY PRODUCTION AND USE VERSUS PROJECTIONS



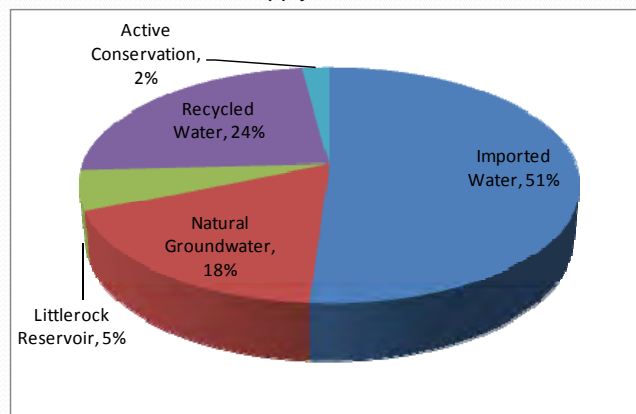
PWD Current Water Supplies

2011 Supply: ~19,626 AFY



Future PWD 2035 Water Supply Goal

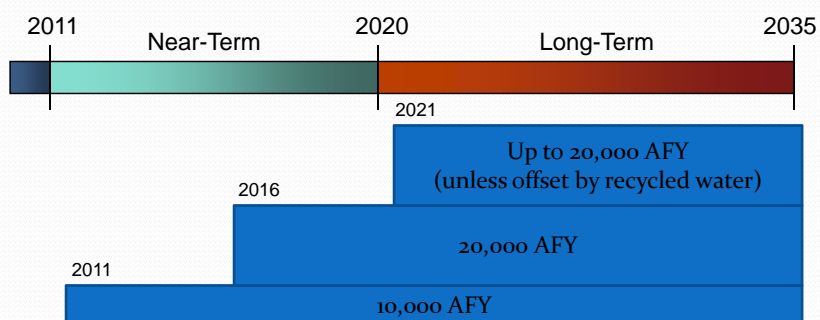
2035 Supply: ~60,000 AFY +



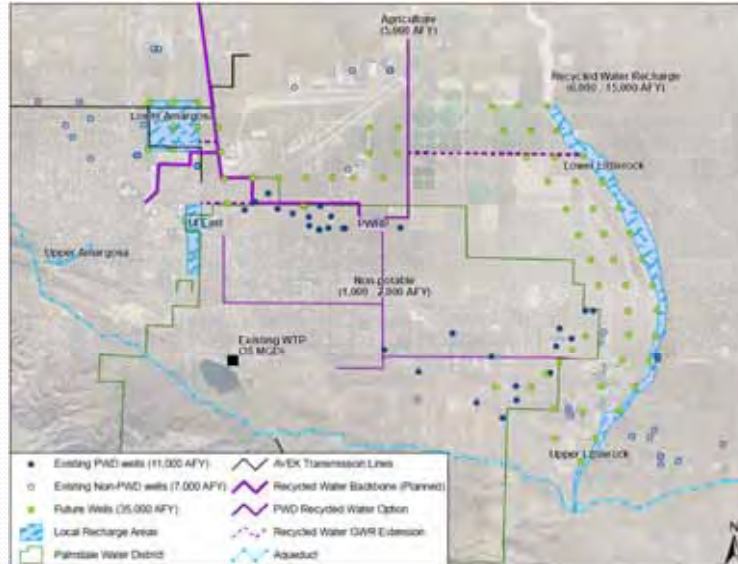
SWRP Imported Water Objectives

- Firm up existing Table A supplies so that imported water is available at least at historical average levels (recover losses in long term reliability of the SWP)
- Create and maintain options for future acquisition of imported water when available and as need arises
- Protect both existing supplies and future opportunities by being proactive and a leader as operation and management of the SWP system continues to evolve

Imported Water

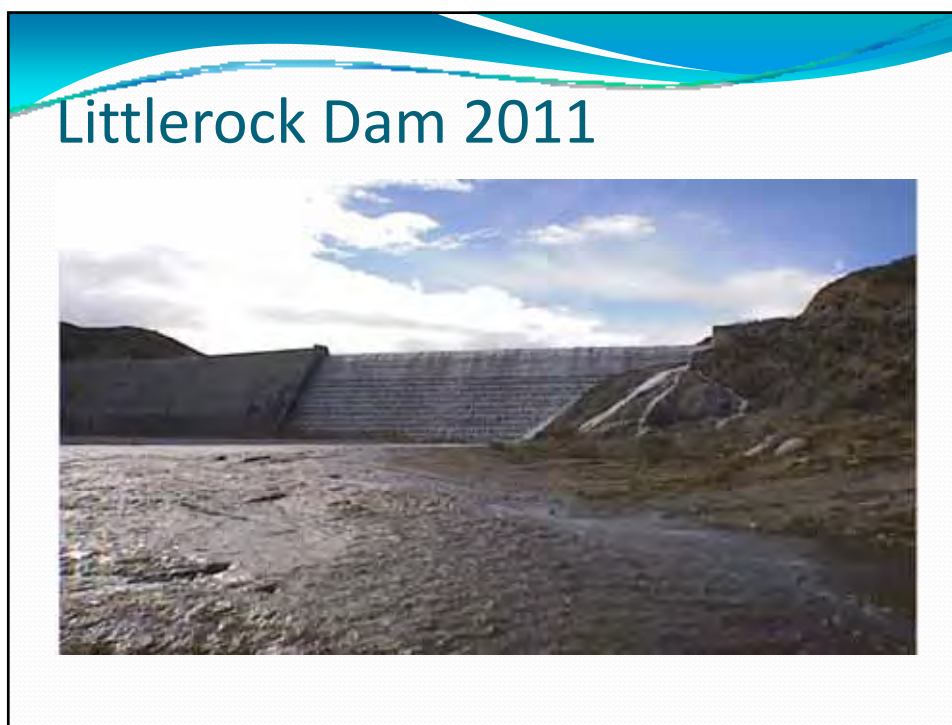
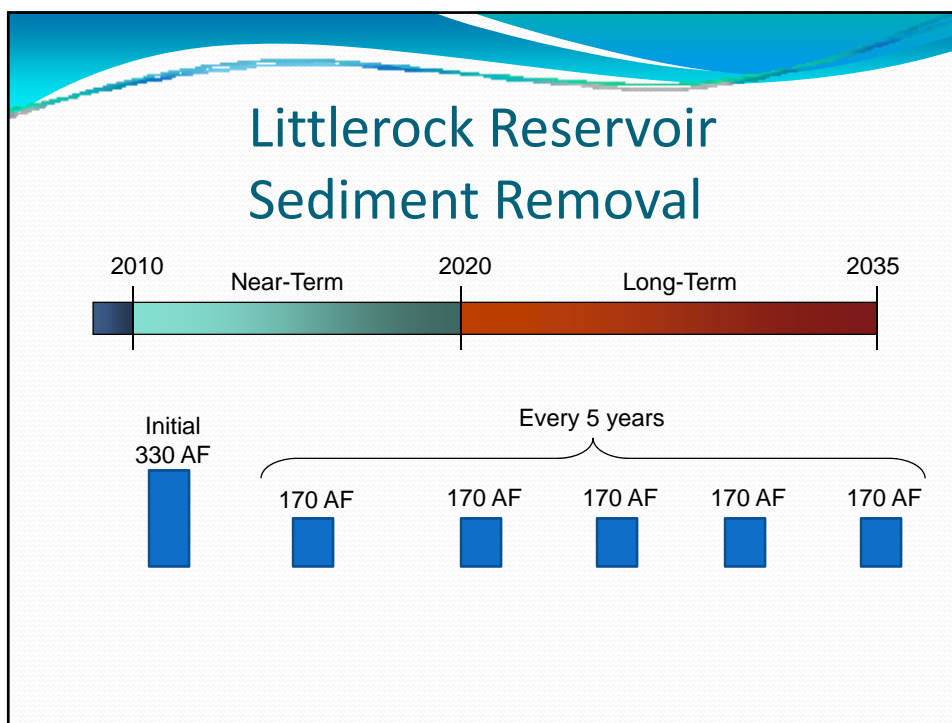


How Water Will Be Delivered



SWRP LITTLE ROCK RESERVOIR OBJECTIVES

- Create and maintain additional storage capacity for water resource and recreational benefit through sediment removal
- Maintain the quality of water in Little Rock Reservoir
- Continue to explore ways to use Little Rock Reservoir for water supply reliability, power generation, and other benefits



Strategic Water Resource Plan Summary

- Create local and offsite storage and recovery
- Acquire additional imported supplies
- Maximize recycled water
- Maintain Littlerock Reservoir
- Expand conservation efforts

Current PWD Water Resource Projects

- Based on the projected demands, availability of the current supply sources under different water year types, and the addition of system losses associated with raw water conveyance and storage, Palmdale Water Districts future water supply requirements are determined to be in excess of 60,000 acre feet annual by the year 2035. The following is a partial list of current projects being undertaken to help meet this need:
 - Butte County ten year 10,000 acre feet annual lease agreement.
 - PWD is also negotiating additional permanent Table A transfers from other State Water Project contractors
 - PWD participated in the Garden Bar Reservoir Reconnaissance study
 - Water exchange agreements with West Kern Water Agency, Central Coast Water Agency, and AVEK
 - PWD is currently pursuing water banking opportunities both locally and in the San Joaquin Valley
 - Pre 1914 water rights acquisitions from northern California
 - Recycled Water Master Plan
- These projects and others to be discussed in more detail in future Water Supply and Reliability meetings.



QUESTIONS ?

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: March 22, 2012 **March 28, 2012**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION
ON ENERGY EFFICIENCY PROPOSAL RECEIVED FROM ORION
ENGINEERING SYSTEMS WEST.***

Recommendation:

Staff and the Facilities Committee recommend the Board approve the Lighting Efficiency Proposal received from Orion Engineering Systems West in the not-to-exceed amount of \$136,327.10 after rebates.

Alternative Options:

The alternative option is to take no action.

Impact of Taking No Action:

The District's current lighting fixtures and replacement bulbs will no longer be manufactured. If the District takes no action on this item, staff will replace the existing lighting fixtures and bulbs at the current market price.

Background:

Staff has been approached in the past by various vendors offering energy efficiency options for the District. The original proposal received from Orion Engineering Systems West and Energy Protection Systems offered several energy-saving opportunities through various avenues. The attached proposal focuses on replacement of interior and exterior lighting fixtures and bulbs in the District's main office, facilities buildings, and water treatment plant facilities with energy-efficient fixtures and bulbs and will allow the District to take advantage of rebate programs. With rebates and through reductions in energy costs, this proposal has a projected payback period of 29 months.

Strategic Plan Element:

This work is part of Strategic Element 2.0 Natural Resources Management.

Budget:

The cost of this proposal is included in the Facilities Department budget.

Supporting Documents:

- March 21, 2012 proposal from Orion Engineering Systems West



Custom Engineered Proposal For:

Palmdale Water District

Lighting Efficiency Proposal



Energy Protection Systems Group, Inc.
General & Electrical Contractor, License #913831



www.epsnow.com

877-438-5489

March 21, 2012

In Partnership With:





BEST PRICE GUARANTEE

Giving you the Confidence to Move Forward... Quickly!

Orion Energy Systems West believes that getting the lighting technologies you want for the best price shouldn't be hard work, nor time consuming. That's why we created our Best Price Guarantee — so you can stop wasting energy now, and reach a rapid decision with confidence!

Orion Energy Systems West Guarantees that the Net Investment of our Lighting Technology will be the Best Price Available!

As a major energy management technology provider, Orion Energy Systems West takes great pride in the low prices and great values we offer our customers. We work hard to ensure that our product selection, product availability, quick delivery, and superior customer service work together to create a great experience. We also want our customers to feel confident that OES West consistently offers great value in both energy savings and technology innovation. For this reason, we offer a Best Price Guarantee. If you find a similar* product elsewhere, we will gladly match the price (product price less rebate).

The lighting technologies offered by OES West are unmatched, innovative, and the winner of many design patents. If we match a comparable product's price, please understand that you will be receiving a **SUPERIOR** product to the one being compared.

*Guarantee Details:

- Like our technology, comparison light fixtures **MUST** be UL Listed, made of aluminum, and include a power cord and hanging mechanism.
- Comparison light fixture must comply with NEC Disconnect Requirement.
- The competitor's proposal must be provided to OES West.
- OES West only sells the newest models available. We do not offer a Best Price Guarantee for re-manufactured, re-furnished, or discontinued products.

Orion Energy Systems West reserves the right to reject any price match that cannot be verified by proof acceptable to OES West at its sole discretion.

If Utilizing Our Capital, What's the Bottom Line?

Shared Savings Program (Positive Cash Flow)

On Balance Sheet or Off Balance Sheet Options Available

Current Annual Scenario



Annual Cash Flow, 5 Years



Annual Cash Flow, After Year 5



Shared Savings Program Benefits:

No Financial Risk - \$0 Capital Expenditures, Payable Monthly, Using Funds Being Paid to the Utility
Financial Impact is Immediate - Profit from Upgrade Without Delay
You're Already Paying for the System - To the Utility, Without Receiving the Benefits
GUARANTEED Free Cash Flow - For What you are Already Doing

Subject to Credit Approval

Terms: 12-60 Months Available, with \$1 Bargain Purchase Option

Phone: 559-435-6008

**2044 E. Muscat Ave.
Fresno, CA 93725**

www.oeswest.com



If Utilizing Your Capital, What's the Bottom Line?

Palmdale Water District is Currently Spending \$78,819
Annually in Electricity Costs for the Existing Lighting System

Palmdale Water District Could be Only Spending \$25,936
Annually in Electricity Costs for a New Lighting System

GUARANTEED Waste Reduction, Lighting (kWh reduction)	\$52,883
Projected Waste Reduction, Refrigeration (kWh reduction)	\$0
TOTAL Annual Profit from Upgrade (kWh reduction)	\$52,883
Net Investment (after rebates if applicable)	\$126,375

Breakeven in Months	14.5
Payback in Months	28.7
Return on Investment	42%
Cash Flow 1st Year	(\$73,493)
Five Year Cash Flow	\$138,038
Ten Year Cash Flow	\$402,451

Hesitation Increases Project Cost! The clock is ticking!
Each Month Delay will Increase Waste:

Delay	Cost of Delay	% of Extra Cash Required
Delay for 1 Month	\$4,406.88	3%
Delay for 2 Months	\$8,813.77	7%
Delay for 3 Months	\$13,220.65	10%
Delay for 4 Months	\$17,627.54	14%
Delay for 5 Months	\$22,034.42	17%
Delay for 6 Months	\$26,441.31	21%

OPTIONS

Do Nothing: Continue Wasting Electricity, Cost for 5 Yrs \$ (254,413)

Upgrade Now: Immediate Waste Reduction, Increase Cash Flow,
Improve Work Environment & Safety, More Light

What other Investment Options are available that WILL
provide a **GUARANTEED ANNUAL** return of **42%**

Executive Summary

Palmdale Water District
March 21, 2012



Overall Systems Investment

Material Cost	\$103,535.64
Labor Cost	\$24,300.00
Recycling of Existing Fixtures in Accordance w/ CA Law	\$7,400.00
Scissor and/or Boom Lift Rental	\$2,800.00
System Design	\$1,500.00
Project Management	\$1,500.00
Rebate Administration, Acceptance as Payment, and Guarantee*	\$2,615.60
Surge Suppression	\$0.00
Shipping	\$8,880.00
Other Energy Conservation Measures (ECMs)	\$0.00
Gross Investment	\$162,631.24 plus tax (taxable items)
Less Rebate	\$26,156.01
Net Investment	\$126,375.23
Sales Tax (estimated)	\$9,951.87
Total	\$136,327.10

Profit from Upgrade

Annual Electrical Waste Reduction (Lighting & Controls)	\$52,883
Annual Electrical Waste Reduction (HVAC), Source: R. Rundquist, PE lightsearch.com	\$0
Annual Maintenance Savings	10%-20% (Not Included in Financial Analysis)
Utility Company Rebate (Subject to application and approval)	\$26,156

1st Year Profit from Upgrade

\$79,039

Projected Annual Profit from Upgrade

\$52,883

Average Monthly Profit from Upgrade

\$4,407

Annual Kilowatt Hours Reduced

440,688

Average Project ROI

First Year	32%
After Year One	42%
Payback Period in Months	29
Breakeven Period in Months (See Acquisition Options Summary Page)	14.5

2012 Bonus Depreciation (consult your tax professional)

50% of Project Costs can be Depreciated in 2012 if Installed by Dec 31, 2012

Cash Value of 2012 Bonus Depreciation (projected)

\$36,407 (Assumes Corporate Tax Rate of 40%)

Payback Period in Months After Bonus Depreciation

21.7

Visit www.dsireusa.org to learn more.

10 Year Cash Flow

Year 1	(\$73,493)	Year 6	\$190,920
Year 2	(\$20,610)	Year 7	\$243,803
Year 3	\$32,273	Year 8	\$296,686
Year 4	\$85,155	Year 9	\$349,568
Year 5	\$138,038	Year 10	\$402,451

The Shared Savings Agreement:			
We Install the Technology at our Expense, You Get the Waste Reduction and Positive Cash Flow!			
	Current Annual Utility Situation	Year 1-5, Annual Utility Situation	Year 6+, Annual Utility Situation
Paid to Utility		\$78,819	\$25,936
Utility Expense		\$25,936	\$25,936
Paid to Financial Partner	(projected) \$0	\$36,390	\$0
Positive Cash Flow Available			
(Minimum Project Size \$10,000 After Rebate, Other Time Periods Available)			

Lead Time: 3 Weeks or Less (Standard Products)

Proposal Valid for 60 Days

OPTIONS (CHECK ONE)

I Would Like to use Purchase Order #: _____

I Would Like to Pay by Credit Card (check here) _____

I Would Like a Shared Savings, Positive Cash Flow Agreement (check here) _____



Accepted By (print): _____ Date: _____

Signature: _____ WLE

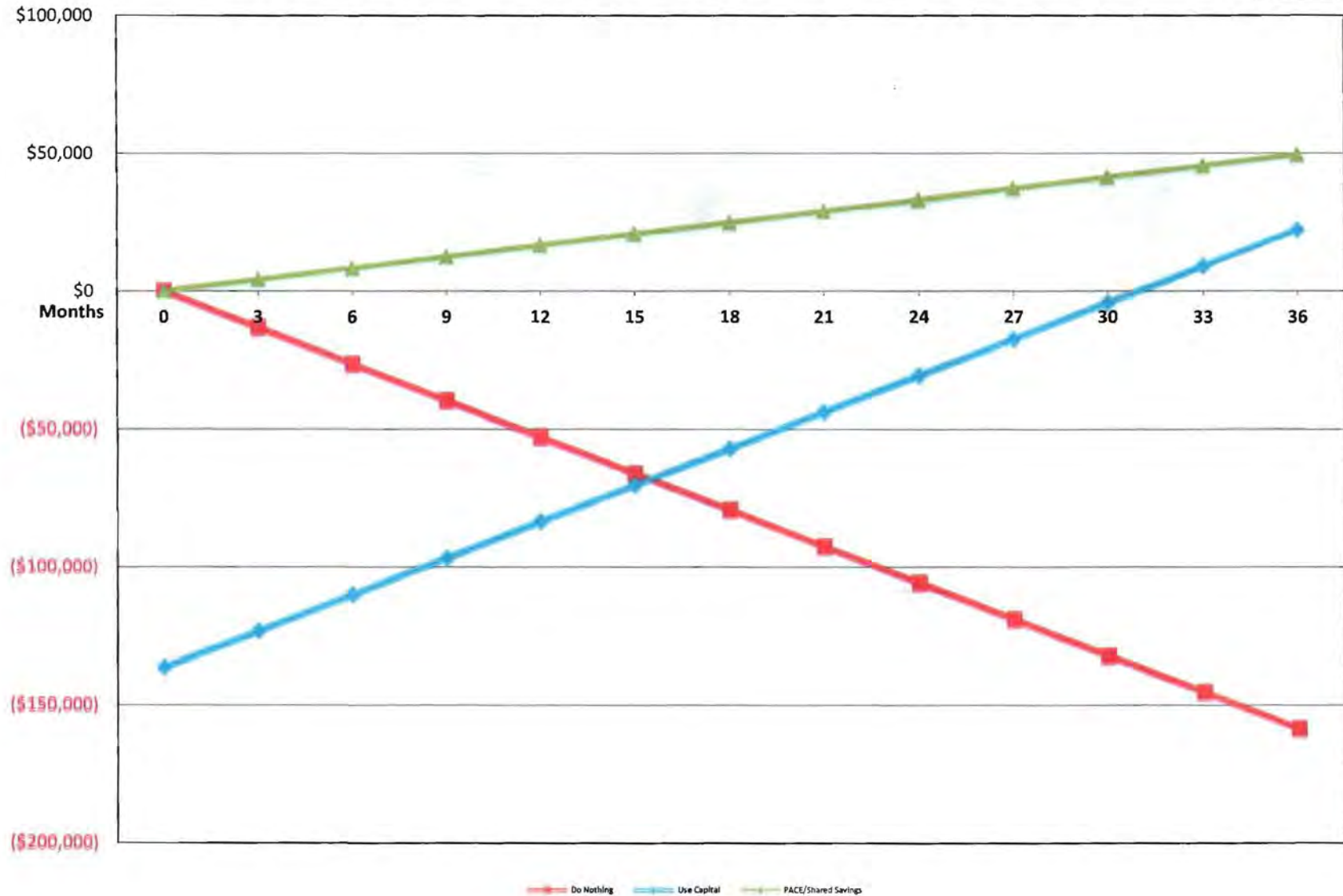
PLEASE FAX ACCEPTANCE TO 559-435-6048

3/21/2012

PWD - EPS - EMS - Lighting Retrofit

1:59 PM

Wealth Transfer Analysis, 0-36 Months



Phone: 559-435-6008

2044 E. Muscat Ave.
Fresno, CA 93725

www.oeswest.com

Palmdale Water District
Dennis LaMeraux
2029 East Avenue Q
Palmdale, CA 93550
661-947-4111

0.12 per kWh Rate Used

EPS Rep: WLE

Date: March 21, 2012

Utility Co: SCE

#	Area Description	Qty	Existing Fixture	Existing Watts	Current Annual Hours	N=New R=Retrofit	Proposed Fixture	Proposed Qty.	New Watts	After Annual Hours	Existing Annual kWh	Lighting kWh Saved	Controls Savings	Controls kWh Saved	Total kWh Saved	kW (demand) Saved	Annual Savings (\$)
1	Operation	6	F42EE/D2	76	8736	R=Retrofit	4CK1NIW Office Kit	6	28	8736	3,984	2,516		0	2,516	0.29	\$ 301.92
2	Delamp						LT-77341	6			0	0		0	0		\$ -
3	Cow Palace	12	F42EE/D2	76	2800	R=Retrofit	4CK1NIW Office Kit	12	28	2800	2,554	1,613		0	1,613	0.58	\$ 193.54
4	Delamp						LT-77341	12			0	0		0	0		\$ -
5	Clarifier	53	HID	458	8736	N=New	4 Foot 4 Lamp T8 w/Enclosed	53	147	8736	212,058	143,995		0	143,995	16.48	\$ 17,279.46
6	Chemical Room	21	HID	458	8736	N=New	4 Foot 4 Lamp T8 w/Enclosed	21	147	8736	84,023	57,055		0	57,055	6.53	\$ 6,848.58
7											0	0		0	0		\$ -
8											0	0		0	0		\$ -
9											0	0		0	0		\$ -
10											0	0		0	0		\$ -
11											0	0		0	0		\$ -
12											0	0		0	0		\$ -
13											0	0		0	0		\$ -
14											0	0		0	0		\$ -
15											0	0		0	0		\$ -
16											0	0		0	0		\$ -
17											0	0		0	0		\$ -
18											0	0		0	0		\$ -
19											0	0		0	0		\$ -
20											0	0		0	0		\$ -
Totals:								110			302,618	205,179		-	205,179	23.88	\$24,621.48

Reduced Electrical Consumption (Waste Reduction)

68%

Annual Operating costs for Existing Lighting System

\$

36,314.13

Annual Operating cost for Orion Lighting System

\$

11,692.64

Total load reduction is as follows:

System Voltage:

277

Total existing amps draw:

127

Total proposed amps draw:

41

Total amps saved:

86

Palmdale Water District
Dennis LaMeraux
2029 East Avenue Q
Palmdale, CA 93550
661-947-4111

0.12 per kWh Rate Used

EPS Rep: WLE

Date: March 21, 2012

Utility Co: SCE

#	Area Description	Qty	Existing Fixture	Existing Watts	Current Annual Hours	N=New R=Retrofit	Proposed Fixture	Proposed Qty	New Watts	After Annual Hours	Existing Annual kWh	Lighting kWh Saved	Controls Savings	Controls kWh Saved	Total kWh Saved	kWh (demand) Saved	Annual Savings (\$)
1	EQ Office										0	0		0	0		\$ -
2	1st Floor	90	F42EE/D2	76	2600	R=Retrofit	4CK1NIW Office Kit	90	28	2600	17,784	11,232		0	11,232	4.32	\$ 1,347.84
3	1st Floor Delamp						LT-77341	90			0	0		0	0		\$ -
4	1st Floor	15	F44EE	144	2600	R=Retrofit	4CK2NIW Office Kit	15	56	2600	5,616	3,432		0	3,432	1.32	\$ 411.84
5	1st Floor Delamp						LT-77341	30			0	0		0	0		\$ -
6	1st Floor	2	F41EE	43	2600	R=Retrofit	4CK1LIW	2	25	2600	224	94		0	94	0.04	\$ 11.23
7	1st Floor	61	FU2EE	72	2600	R=Retrofit	2Foot 2 Lamp T8 HIF U Shape	61	48	2600	11,419	3,806		0	3,806	1.46	\$ 456.77
8											0	0		0	0		\$ -
9											0	0		0	0		\$ -
10	2nd Floor	74	F42EE/D2	76	2600	R=Retrofit	4CK1NIW Office Kit	74	28	2600	14,622	9,235		0	9,235	3.55	\$ 1,108.22
11	2nd Floor Delamp						LT-77341	74			0	0		0	0		\$ -
12	2nd Floor	4	F44EE	144	2600	R=Retrofit					1,498	1,498		0	1,498		\$ 179.71
13	2nd Floor	27	FU2EE	72	2600	R=Retrofit	2Foot 2 Lamp T8 HIF U Shape	27	48	2600	5,443	2,074		0	2,074	0.74	\$ 248.83
14											0	0		0	0		\$ -
15											0	0		0	0		\$ -
16											0	0		0	0		\$ -
17											0	0		0	0		\$ -
18											0	0		0	0		\$ -
19											0	0		0	0		\$ -
20											0	0		0	0		\$ -
Totals:								463			58,806	31,370			31,370	11.43	\$3,764.45

Reduced Electrical Consumption (Waste Reduction)

55%

Annual Operating costs for Existing Lighting System

\$

6,792.72

Annual Operating cost for Orion Lighting System

\$

3,028.27

Total load reduction is as follows:

System Voltage:

277

Total existing amps draw:

78

Total proposed amps draw:

35

Total amps saved:

43

Palmdale Water District
Dennis LaMeraux
2029 East Avenue Q
Palmdale, CA 93550
661-947-4111

0.12 per kWh Rate Used

Rep: WLE
Utility Co: SCE

#	Area Description	Qty	Existing Fixture	Existing Watts	N=New R=Retrofit	Proposed Fixture	Proposed Qty.	New Watts	Annual Hours	Existing Annual kWh	kWh Saved	kW (demand) Saved	Annual Savings (\$)
1	Parking Lot									0	0		\$ -
2	Single Head Fixture	86	HID	458	N=New	2 Foot 6 Lamp T5 HIF	88	160	4400	173,307	111,355	25.31	\$ 13,362.62
3										0	0		\$ -
4	Wall Pack	44	HID	458	N=New	2 Foot 4 Lamp T5 HIF	44	105	4400	88,669	68,341	15.53	\$ 8,200.90
5										0	0		\$ -
6	Wall Pack	20	HID	184	N=New	2 Foot 2 Lamp T5 HIF	20	53	4400	16,192	11,528	2.62	\$ 1,383.36
7										0	0		\$ -
8										0	0		\$ -
9										0	0		\$ -
10										0	0		\$ -
11										0	0		\$ -
12										0	0		\$ -
13										0	0		\$ -
14										0	0		\$ -
15										0	0		\$ -
16										0	0		\$ -
17										0	0		\$ -
18										0	0		\$ -
19										0	0		\$ -
20										0	0		\$ -
Totals:							152			278,168	191,224	43.46	\$22,946.88

Reduced Electrical Consumption (Waste Reduction) **69%**

Annual Operating costs for Existing Lighting System \$ **33,380.16**

Annual Operating cost for Orion Lighting System \$ **10,433.28**

Total load reduction is as follows:

System Voltage: **277**

Total existing amps draw: **228**

Total proposed amps draw: **71**

Total amps saved: **157**

Palmdale Water District
Dennis LaMeraux
2029 East Avenue Q
Palmdale, CA 93550
661-947-4111

0.12 per kWh Rate Used

Rep: WLE
Utility Co: SCE

#	Area Description	Qty	Existing Fixture	Existing Watts	N=New R=Retrofit	Proposed Fixture	Proposed Qty.	New Watts	Annual Hours	Existing Annual kWh	kWh Saved	kW (demand) Saved	Annual Savings (\$)
1	East Q Parking									0	0		\$ -
2	Wall Mount	5	HPS150/1	188	N=New	2 Foot 2 Lamp T5 HIF	5	53	4100	3,854	2,768	0.68	\$ 332.10
3	Wall Mount	3	HPS250/1	295	N=New	2 Foot 4 Lamp T5 HIF	3	105	4100	3,629	2,337	0.57	\$ 280.44
4	18' Pole	5	HPS400/1	465	N=New	2 Foot 6 Lamp T5 HIF	5	160	4100	9,533	6,253	1.53	\$ 750.30
5	Parapet	2	HPS250/1	295	N=New	2 Foot 4 Lamp T5 HIF	2	105	4100	2,419	1,558	0.38	\$ 186.96
6										0	0		\$ -
7										0	0		\$ -
8										0	0		\$ -
9										0	0		\$ -
10										0	0		\$ -
11										0	0		\$ -
12										0	0		\$ -
13										0	0		\$ -
14										0	0		\$ -
15										0	0		\$ -
16										0	0		\$ -
17										0	0		\$ -
18										0	0		\$ -
19										0	0		\$ -
20										0	0		\$ -
Totals:							15			19,434	12,915	3.15	\$1,549.80

Reduced Electrical Consumption (Waste Reduction) **66%**

Annual Operating costs for Existing Lighting System \$ **2,332.08**

Annual Operating cost for Orion Lighting System \$ **782.28**

Total load reduction is as follows:

System Voltage: **277**

Total existing amps draw: **17**

Total proposed amps draw: **6**

Total amps saved: **11**

Thinking Solar? Think Reduction First!

We Like Solar Too! However, Financial Prudence dictates that Watts should be SAVED before Watts are MADE!

Renewable Energy should be part of a comprehensive long-term energy strategy. As both a solar provider and energy reduction company, we are pro-solar while striving to educate our clients on the financial merits of each path.

As you'll see below, energy reduction measures should be exhausted before, or in conjunction with, a solar system being installed.

Energy Reduction Measures are considered the First Fuel in solving the energy crisis. The watts that you don't use never have to be created, pollution emitted, transmitted, distributed, or purchased.

The Energy Saved from this Proposal:

Annual Kilowatt Hours SAVED	440,688
Net Project Cost	\$ 126,375
Cost Per Annual Kilowatt Hour SAVED	\$ 0.29

Is the Solar Equivalent of (approx.):

Annual Solar System Kilowatt Hours MADE	440,688
Systems Size Kilowatts AC	275 kw
Average Cost/Watt (After Incentives)	\$ 3.00
Net Project Cost	\$ 826,291
Cost Per Annual Kilowatt Hour MADE	\$ 1.88





2044 E. Muscat Ave.
Fresno, CA 93725
559-435-6008
559-435-6048 fax
www.oeswest.com

High-Bay Lighting Technologies Available

Performance Specification	Orion T8 Fluorescent	T5 Fluorescent	400w Metal Halide/HID	Benefit of T8 Fluorescent
Number of Lamps	6	4	1	Lower Maintenance Costs, T5 is a specialty bulb
Lamp Replacement Cost	\$3.00 ea., \$18/fixture	\$9.00 ea., \$36/fixture	\$30-60	Lower Maintenance and Labor Costs
Lamp Longevity	42,000 hours	36,000 hours	20,000 hours	T5 costs \$11-\$55/fixture/year more forever!
Power Consumption of Fixture	148-221 watts	239 watts	465 watts	T8 Lamps can be found for sale in a grocery store!
Lamp Availability	Everywhere	Limited	Numerous	Greater input (electricity) to output (light) ratio, efficient
Lumens/ Watt	102	84	86	Even light levels, no "hot spots"
Glare	No Glare, even spread	Very Glary, point light	Very Glary, point light	Consistent light levels over lamp life
Light Loss over Life of Lamp	7%	16%	40%	Minimized Disruption, Lower Maintenance Costs
Time to Change Ballasts	2 Minutes	30 Minutes	30 Minutes	Lower Air Conditioning Costs
BTU's, heat released from fixture	505-764	1338	1587	T5 has Few Manufacturers, High Cost, uncertain future
Lamp Length	4', Standard	< 4', European, non-std	NA	Lower energy usage per lamp
Lamp Wattage	32 watts	54 watts	400 watts	T8 has higher quality light with less electricity
Kelvin Temperature	5000 Degrees	5000 Degrees	4100 Degrees	Excellent Color Recognition and Distinction
Color Rendering Index	85	84	65	Lower KWH Usage, Safety
Start Up	Instant ON	Instant ON	5-10 minute warm up	Extra savings from day lighting and low traffic areas
Sensors Available	Yes	Yes	No	97% of Light is Harvested and Focused, Most Efficient
Reflector Design	Parabolic, 360° Reflection	Bends/Breaks, Refraction	Dome, point light	Less Heat, Longer Ballast Life, Easier Maintenance
Frame Design	"I" Frame	Troffer	Dome	Great heat dissipation, high corrosion resistance
Frame Material	5052 Aluminum	Steel, Alum.	Steel, Alum	"One Man" can hang and install our T8 Fixtures
Weight	14 lbs.	25 lbs.	40 lbs.	If a T5 lamp fails, at least a second lamp fails too
Wiring Design	Parallel	Series	NA	Utilities encourage transition to modern technology
Rebates Available	Yes	Yes	No	visit: www.oesx.com for customers
National Clients	Numerous	Few	NA	

Orion T8 Exclusives

Power Pack Ballast Module
Power Pack Ballast Module
Patented Reflector
Modularity
Plug and Play
UL Listed: Portable Luminaire

Benefit

Maximized Energy Savings for a desired light level
Ease of Ballast Maintenance, change a ballast in two minutes
97% Reflectivity, Harvests and Focuses 360 degrees of light output of lamps
Provides a flexible and expandable technology platform, every fixture can simply be unplugged
Motion Sensors just plug in, no wiring required
Flexibility in Installation Placement, Adaptable to facility changes and requirements

Demand Response
Emission Credits

Must be on the Orion Technology Platform to get this additional savings opportunity
Must be on the Orion Technology Platform to get this additional savings opportunity



2044 E. Muscat Ave.
Fresno, CA 93725
559-435-6008
559-435-6048 fax
www.oesweb.com

Exterior Lighting Technology Comparison

Performance Specification	EPS Linear Fluorescent	EPS Dimmable LED		Induction Fluorescent	750w Metal Halide/HID
Price	\$375- \$475	\$600- \$1000		\$600- \$1000	\$350- \$450
Annual Energy Costs	\$88	\$198		\$202	\$408
Power Consumption of Fixture	236 watts	380 watts		400 watts	862 watts
Number of Lamps	4	360 LED's		2	1
Lamp Replacement Cost	\$9.00 ea., \$36/fixture	May have to Replace Entire Fixture		\$250 ea., \$500/fixture	\$50- \$80
Lamp Longevity	42,000 hours	50K hours Prorated Limited Warranty		100,000 hours	20,000 hours
Lamp Availability	Numerous	Proprietary		Very Limited	Numerous
Dimmable	No	Yes		No	No
Lumens/ Watt	95	82		75	86
Color Rendering Index	84	?		80	65
Light Loss over Life of Lamp	7%	70%		40%	20%
Time to Change Ballast/Driver	30 Minutes	No Ballast, Low Voltage Transformer		90 minutes	30 Minutes
Lamp Wattage	54 watts	?		200 watts	750 watts
Kelvin Temperature	3500, 4100, or 5000 Degrees	3500, 4100, or 5000 Degrees		3500, 4100, or 5000 Degrees	4100 Degrees
Start Up	Instant ON	Instant ON		Instant ON	5-10 minute warm up
Reflector Design	Highly Reflective	No Reflector, Loss of Light		Ineffective, Loss of Light	Dome, point light
Frame Design	Enclosed & Gasketed	Enclosed		Enclosed	Enclosed
Dark-Sky Approved	Yes	No		No	Possible
Rebates Available	Yes	Minimal		Yes	Minimal
Component Manufacturers	General Electric	Proprietary		Sylvania, Philips	Numerous
National Clients	Numerous, Fortune 500	None		None	Legacy Product

Don't be Mis-LED by Induction Fluorescent & LED Options

Myth

Induction Fluorescent lasts forever

LED & Induction Fluorescent are the only options to reduce energy consumption for exterior lighting.

LED's last forever.

LED & Induction Fluorescent are cost effective.

Fact

The lamps do last a long time, but the drivers typically fail before the lamps and it is then advisable to change both the driver and lamps while absorbing all the costs to get into the fixture. Cost of repair: \$500-600 (about the same as a new fixture)

We offer several options and can educate you on the benefits of each.

They don't! Warranties are typically 5 Years. Linear Fluorescent Technology provides comparable operating hours and superior lumen maintenance to ensure public safety.

LED & Induction Fluorescent are very expensive with little benefit over other options. Linear Fluorescent technology may be a better value.



ENVIRONMENTAL IMPACT

How Can Lighting Damage the Environment?

Although it appears innocuous, lighting causes air pollution. Here's how: Each day, your local power plant will commonly burn coal, oil, and gas to generate electricity for your lighting system as well as for your other electrical needs. While burning these fossil fuels produces a readily available and instantaneous supply of electricity, it also generates air pollutants: **carbon dioxide (CO₂)**, **sulfur dioxide (SO₂)**, and **nitrogen oxides (NO_x)**.

Air Pollution Causes Global Warming, Acid Rain and Smog

Each of these pollutants causes environmental damage. Carbon dioxide (CO₂) causes global warming, sulfur dioxide (SO₂) causes acid rain, and nitrogen oxides (NO_x) cause both acid rain and smog.

Your Lighting Project will help to decrease air pollution and environmental damage by the following amounts each year:

641,660	pounds of Carbon Dioxide
1,069,434	grams of Sulfur Dioxide
2,481,086	grams of Nitrogen Oxides

By removing those quantities of pollutants from the air, your Lighting Project will have the same affect on the environment as:

Planting	78	Acres of Trees
Removing	61	cars from the road each year or
Saving	38,888	gallons of gasoline each year

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: March 21, 2012 **March 28, 2012**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Jon M Pernula, Water and Energy Resources Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION
ON AUTHORIZATION TO EXECUTE A CONTRACT WITH
NORTHSTAR ENGINEERING ENVIRONMENTAL DIVISION FOR
CEQA WORK FOR A LONG TERM WATER TRANSFER FROM BUTTE
COUNTY TO PALMDALE WATER DISTRICT.***

Recommendation:

The Water Supply & Reliability Committee and staff recommend approval of a contract with Northstar Engineering Environmental Division in the not-to-exceed amount of \$29,930.00 for preparation of the necessary California Environmental Quality Act (CEQA) documentation for a long term Table A water transfer agreement between Palmdale Water District and Butte County Department of Water and Resource Conservation.

Alternative Options:

Staff recommends completing the CEQA work necessary to finalize a long term water transfer from Butte County in order to insure the District meets its current and future customer demands and to restore losses attributed to reductions in the State Water Project's long term reliability. The alternative option would be to purchase water from year to year at unreliable quantities with higher cost dry year water pricing.

Impact of Taking No Action:

Taking no action could result in possible resource shortfalls during anticipated drier years with supplemental supplies being in high demand and limited quantities available.

Background:

PWD needs supplemental water to meet its long-term water supply needs. Butte has a State Water Project ("SWP") water supply of 27,500 acre feet SWP Table A amount. PWD proposes to lease up to ten thousand (10,000) acre-feet of Butte's SWP Table A amount each year for at least the next ten years. Butte has projected that the water supply derived from the Leased Table A amount is, and will be, surplus to its water supply needs during the proposed term of the lease.

March 21, 2012

PWD needs one hundred percent (100%) of the water derived from its SWP Table A amount of 21,300 acre-feet on a long-term basis. In August 2010, the Department of Water Resources (“DWR”) issued The State Water Project Delivery Reliability Report 2009 that projected the long-term water delivery allocation of SWP Table A amount at sixty percent (60%) reliability. Subsequently, DWR’s Draft Delivery Reliability Report 2011 dated January 2012 also reflects a future delivery reliability of 60%. Based on DWR’s projections, PWD needs an additional eight thousand five hundred and twenty (8,520) acre-feet of water supplies on average each year to offset the reduction in reliability from its SWP contract. PWD desires to lease water from Butte to increase the quantity of SWP water PWD will receive during the ten years to enhance long-term reliability of its SWP supplies.

In 2008 and 2009, PWD leased a similar quantity of water from Butte County thereby establishing an excellent working relationship with them. The CEQA work for that water transfer was performed by the same principals as this proposal. The firm selected to do this work is local to Butte County, is knowledgeable about local water issues, and is highly regarded in their area.

PWD issued a Letter of Intent (LOI) to acquire this water from Butte County on December 16, 2011. Butte County’s Board of Supervisors considered the LOI and voted to accept the proposed terms therein subject to a completion of a final Definitive Agreement. District staff is nearing completion of the final agreement and anticipates signature of same to occur in the near future which could provide water deliveries beginning this year.

Strategic Plan Element:

The specific element of this work is part of Strategic Goal 2.1 – Ensure adequate water supplies for existing and future customers.

Budget:

The cost for preparation of California Environmental Quality Act (CEQA) documentation for a long term Table A water transfer agreement between PWD and Butte County is in the amount of \$29,930.00. This amount will be funded through the 2012 PWD Budget under 1-02-4110-000 Consultants.

Supporting Documents:

- CEQA Project proposal from NORTHSTAR ENVIRONMENTAL
- Professional Services Agreement between PWD and NORTHSTAR ENGINEERING



Environmental Consulting & Natural Resource Management

NorthStar

ENVIRONMENTAL DIVISION

Formerly Gallaway Consulting

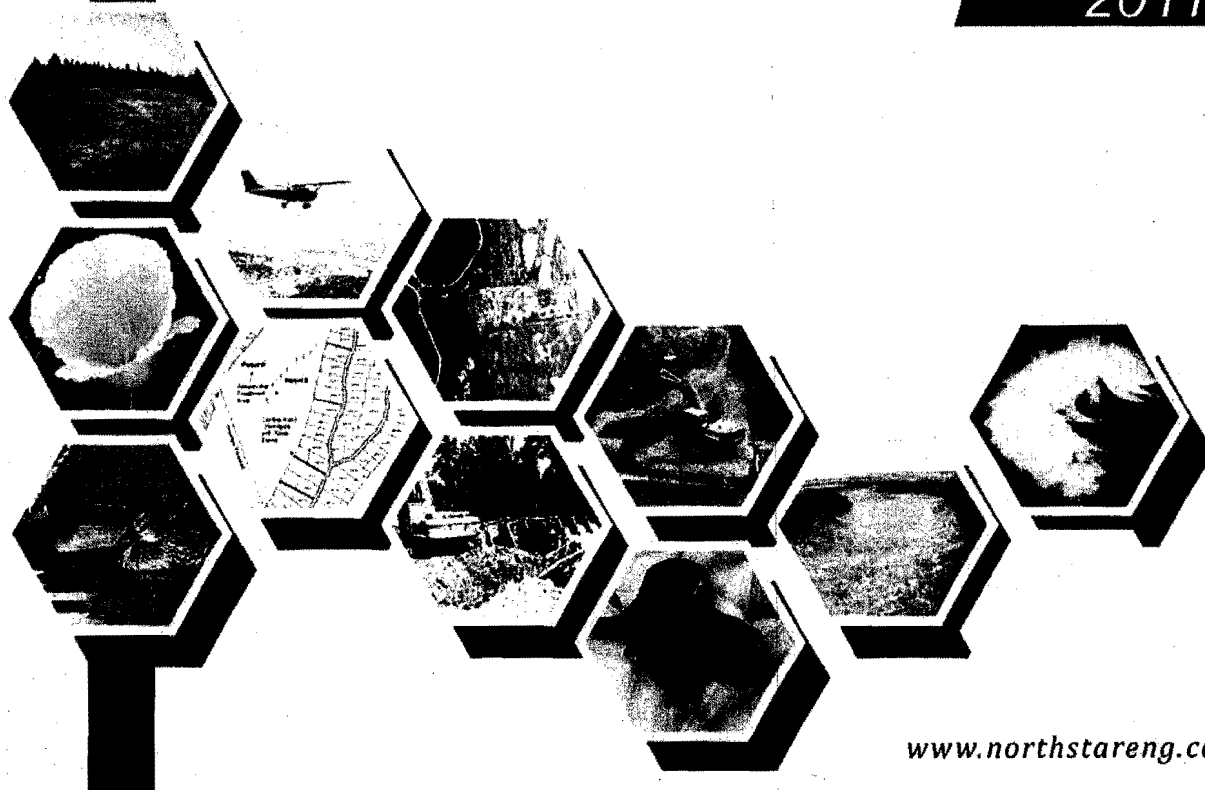
111 MISSION RANCH BLVD, STE 100, CHICO CA 95926

PHONE (530) 343-8327 • FAX (530) 893-2113

Proposal for Services

For the Preparation of
CEQA Compliance Documentation
for a Long-Term Table A Water Transfer Agreement
Between Butte County and Palmdale Water District

— 2011



www.northstareng.com

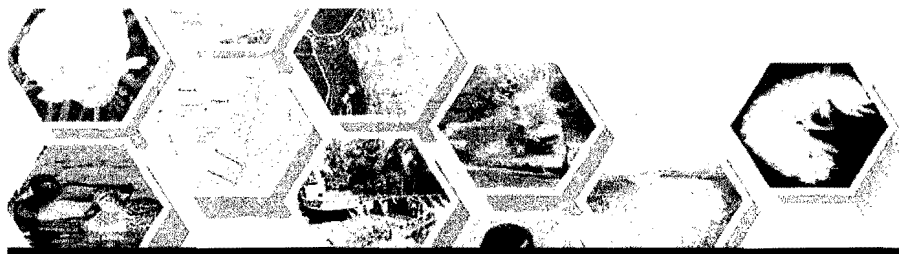
Proposal for Services

**For the Preparation of
CEQA Compliance Documentation
for a Long-Term Table A Water Transfer Agreement
Between Butte County and Palmdale Water District**

**Submitted to:
Mr. Jon M. Pernula
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550**

**Submitted by:
Ms. Kamie Loeser, M.A.
NorthStar Engineering, Environmental Division
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 343-8327
kloeser@gallawayconsulting.net**

December 19, 2011



NorthStar
ENVIRONMENTAL DIVISION
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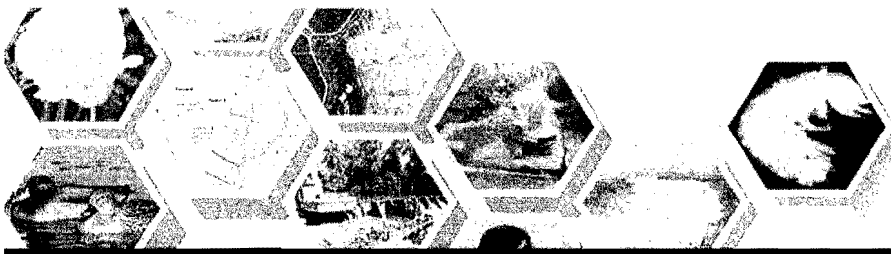
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Scope of Work

PROJECT UNDERSTANDING

Butte County's surplus State Water Project (SWP) Table A water has historically been pooled and distributed as part of the overall annual SWP allocations to the State Water Contractors and has subsequently been delivered through the SWP to southern California.

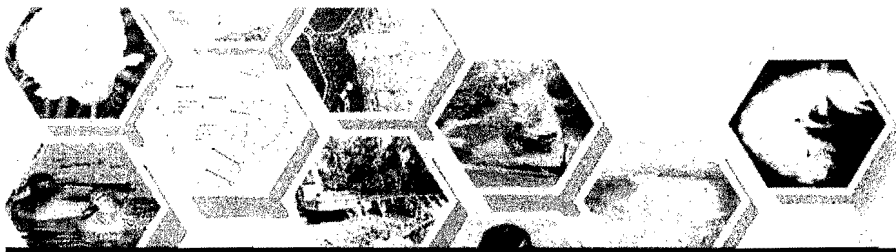
The "proposed project" is a Table A water long-term transfer agreement between Butte County and the Palmdale Water District. The District is pursuing a ten-year agreement, with an option for an additional 10-year extension, to acquire Butte County's surplus Table A water. The agreement would improve the District's dry-year reliability and to help meet its existing anticipated demands over the next ten years. The proposed transfer would include up to 10,000 acre-feet of Table A water.

Typically, temporary changes involving the transfer of water that was previously stored are exempt from CEQA, under a Class 1-Existing Facilities Categorical Exemption (CEQA Guidelines Section 15301). However, Responsible Agencies must consider potential impacts to other legal users of the water and to fish, wildlife, or other in-stream beneficial uses. The preparation of an IS/ND at this stage of the planning process would provide the opportunity to evaluate and determine whether or not the proposed long-term agreement would result in any of the "Mandatory Findings of Significance" or potentially result in growth inducing impacts per CEQA. Responsible Agencies can use this IS/ND to make their findings, thereby streamlining any subsequent permitting, approval and/or environmental review processes.

PROJECT APPROACH

NorthStar Engineering's Environmental Division (NorthStar) will work with the Palmdale Water District (District), Butte County Department of Water and Resource Conservation (BCDWRC), and Department of Water Resources (DWR) to prepare the appropriate California Environmental Quality Act (CEQA) documentation for the proposed project.

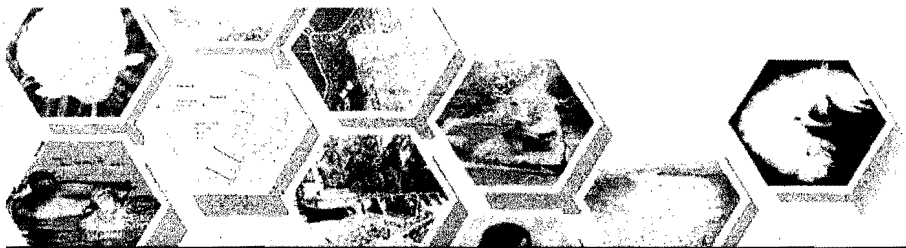
Ms. Kamie Loeser, M.A., Senior Environmental Planner, will serve as the Project Manager and primary point of contact for this project. Ms. Loeser will work closely with the District to conduct the following: adequately describe the project, identify and analyze the potential environmental impacts per CEQA, prepare the appropriate CEQA document (for this project it is assumed that the proposed project would result in the preparation of a Negative Declaration), prepare responses to comments received during public review, and attend public hearings for adoption of the CEQA document and approval of the long-term agreement. NorthStar will provide all necessary technical support to see the environmental documentation through to adoption.



Scope of Work

In May 2008, the Palmdale Water District prepared an Initial Study/Negative Declaration (IS/ND) for a short-term emergency Table A water transfer for 2008 and 2009. To provide for a more streamlined environmental review process, the 2008 IS/ND will serve as a template for the current CEQA documentation and expanded as appropriate to reflect the current proposed project. As part of this proposed environmental review process, the following will be reviewed, updated, and incorporated into the Long-Term Table A Water Transfer IS/ND to reflect current conditions and needs:

- The Purpose and Need for the proposed project will be updated, including PWD Water Supply and Demand Management.
- Water Availability and Transfer, updates to the regulatory parameters for operations of the SWP, including all applicable Biological Opinions' requirements that govern pumping, any new applicable court orders and environmental concerns (including any change in listed species).
- Historic Use of Butte County SWP Table A Water; identification of in-County users, including Del Oro Water Company and California Water Service.
- Butte County's 2030 General Plan and applicable goals and policies pertaining to Table A water use (for consistency with the Land Use and Planning Section of the IS/ND).
- Project Background, discussion of the Turn-Back Water Pool Program, and any other changes to SWP Table A processes, as deemed necessary.
- Discussion items will include the "long-term" aspect of this transfer and whether or not it is considered a "reliable" long-term source of water that would result in growth inducing impacts. For this analysis, it is assumed that this water would allow the District to meet its current and projected water demand, based on existing long-range planning.
- Initial Study Checklist to reflect additions to CEQA Guidelines Appendix G that went into effect March 2010 (i.e., Greenhouse Gas Emissions Section).
- Under each Environmental Topic identified in the Initial Study Checklist, a discussion will be provided that 1) describes baseline conditions and 2) reference information sources that describe why the project would have "no impact" on the environment or explain why the project would result in a "less than significant impact." Documents will be incorporated by reference per CEQA and the location where these documents are available for review.



Scope of Work

- The Biological Resources section will be updated to reflect threatened and endangered Delta fish species that are directly and indirectly impacted by SWP operations and applicable Biological Opinions, court orders, and any new/revised/updated studies that have been prepared since 2008.
- Mandatory Findings of Significance will discuss cumulatively considerable environmental effects that may potential result from the long-term contract. Information from the 2008 IS/ND will be updated and expanded as necessary to reflect current conditions and the potential impact associated with the long-term water transfer.
- Other project specific information and analyses will included in the IS/ND as identified during the project kickoff and data collection portion of this scope of work.

SCOPE OF WORK

Task 1 – Project Initiation and Data Collection

The NorthStar Project Manager will conduct a project kick-off meeting with the Palmdale Water District staff (this meeting can be combined with Task 2, below). The purpose of this meeting will be to outline procedural/processing requirements, finalize the deliverables schedule, identify and obtain all relevant documentation, and resolve any other outstanding issues.

Specifically, the project initiation meeting will include the determination that an IS/ND is the appropriate CEQA documentation for the long-term water transfer.

As part of project initiation, NorthStar staff will review all existing and relevant material to identify any gaps in information. A list of anticipated data needed to complete the IS/ND will be provided to the District prior to the project kick-off meeting. Specific attention will be directed towards developing a coherent Project Description and environmental significance criteria from which potential impacts will be measured.

Assumptions for Task 1:

- The District will provide NorthStar with any additional documents that are not available on the District's or Responsible Agencies' website, either in print copy or electronically. This information shall be provided to NorthStar prior to project kick-off meeting.



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Scope of Work

Task 2 – Coordination and Consultation with Lead Agency and Responsible Agencies

Because each Responsible Agency may need to conduct its own environmental review as part of subsequent permitting or approval processes, it is imperative that the Water Transfer IS/ND address all potential environmental effects to help streamline subsequent approval process.

The NorthStar Project Manager will coordinate and facilitate, with the assistance of the District, a coordination and consultation meeting with the Lead Agency and Responsible Agencies' representatives to ensure that all issues are identified and subsequently addressed in the IS/ND. Participants at this meeting would include representatives from the Department of Water Resources (DWR) and the Butte County Department of Water and Resource Conservation (BCDWRC). The District may identify other participants, as deemed necessary.

Assumptions for Task 2:

- Unless otherwise specified, NorthStar will use the CEQA Guidelines, Appendix G, Environmental Checklist to serve as the basis of CEQA analysis.

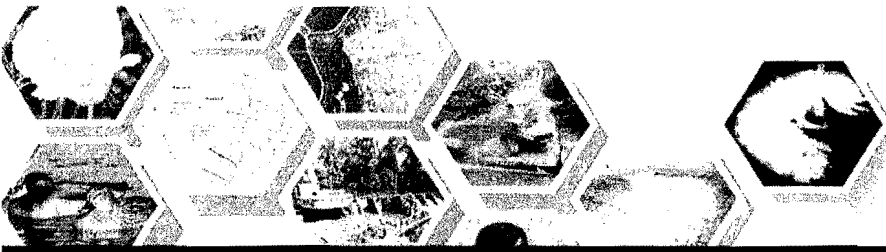
Task 3: CEQA Environmental Documentation

Subtask 3a - Preparation of Initial Study/Negative Declaration

This subtask includes the preparation of the Initial Study/Negative Declaration (IS/ND) for the proposed project. This task includes the preparation of an Administrative Draft IS/ND for review by the District and Responsible Agencies (DWR and BCDWRC) and a Public Review IS/ND.

NorthStar will prepare an IS/ND for the proposed project according to CEQA Guidelines Section 15063(d). The IS/ND will be based on our understanding of the proposed project and will include an evaluation of the following topic areas:

- Aesthetics
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning



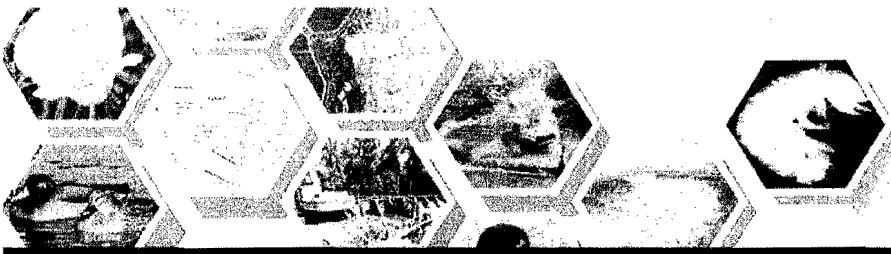
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Scope of Work

- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Mandatory Findings of Significance

The IS/ND will generally contain the following, per CEQA Guidelines Section 15063(d):

1. A description of the project including the location of the project and the project boundaries. The project description will rely on the conditions and parameters of the proposed water transfer. A regional context/vicinity map will also be included. NorthStar will provide a description of the District's water supply and use, Butte County's water supply and allocation, and a background of the SWP's operations to establish a baseline for analysis.
2. A description of the environmental setting and baseline conditions for each topic area.
3. Using the Environmental Checklist, NorthStar will analyze the project's environmental effects. The analysis will include a narrative of each issue to support the conclusion. Information and documentation incorporated by reference will be briefly summarized and adequately referenced. NorthStar will create a digital library of all reference material to provide to the District and BCDWRC, which will be made available to the public for review.
4. It is anticipated that environmental effects would result a finding of no impact or less than significant impact.
5. A discussion of required project approvals.
6. An examination of whether the project would be consistent with existing plans and other applicable land use controls.
7. A description of assumptions and methodology used in the environmental analysis.
8. Mandatory Findings of Significance will include: the project's potential to degrade the quality of the environment; address cumulatively considerable impacts; and a determination of direct and/or indirect adverse impacts on humans.
9. List of Preparers and References.



Deliverables for Task 3a:

Administrative Draft IS/ND.

An Administrative Draft IS/ND will be prepared and submitted to the District for review and comment. Based upon previous experience for similar projects, it is recommended that copies of the Administrative Draft IS/ND will be circulated to DWR and BCDWRC for review and comment prior to releasing the document for public review.

- District: Five (5) print copies, plus one (1) electronic copy.
- BCDWRC: Five (5) print copies, plus one (1) electronic copy.
- DWR: Five (5) print copies, plus one (1) electronic copy.

Public Review Draft IS/ND.

Following comments from the District and Responsible Agencies, NorthStar will revise the IS/ND (assumes comments would be limited to additional information that provides clarification and understanding for the layperson and minor editing) and prepare a Public Review IS/ND for public circulation and submitted to the State Clearinghouse (SCH) for the required 30 day public review period.

- SCH: fifteen (15) print copies for submittal to the State Clearinghouse (SCH); one (1) electronic copy for the SCH.
- District: Ten (10) print copies for the District; one (1) electronic copy for the District;
- BCDWRC: Ten (10) print copies for the District; one (1) electronic copy for the District;
- DWR: Five (5) print copies, plus one (1) electronic copy.

Assumptions for Task 3a:

- It is assumed that the District and BCDWRC will distribute copies of the IS/ND to appropriate agencies not included as part of the SCH distribution.

Task 3b - Public Noticing

NorthStar will draft the Notice of Availability with the Intent to Adopt a Negative Declaration (CEQA Guidelines Section 15072) for use by the District and BCDWRC.



Deliverables for Task 3a:

- One (1) print copy of the Notice of Availability; one (1) electronic copy.

Assumptions for Task 3b:

- The District and BCDWRC will be responsible for the publication, posting, or direct mailing of all public notices.

Task 4: Responses to Comments Document

Following public review of the IS/ND, the District will provide NorthStar with the comments received on the IS/ND. NorthStar will respond to comments and prepare a "Responses to Comments" Document for review and comment by the District and BCDWRC. Following review and comment by the District and BCDWRC, NorthStar will finalize the Responses to Comments Document to be included as part of the staff reports that will be considered by the District Board and the Butte County Board of Supervisors.

Deliverables for Task 4:

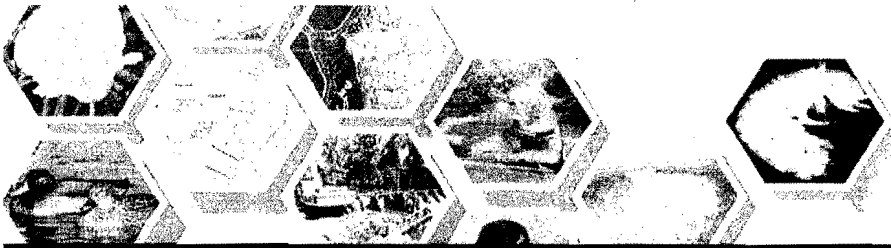
Administrative Responses to Comments Document.

An Administrative Responses to Comments Document will be prepared and submitted to the District, BCDWRC and DWR for review and comment.

- District: Five (5) print copies, plus one (1) electronic copy.
- BCDWRC: Five (5) print copies, plus one (1) electronic copy.
- DWR: Five (5) print copies, plus one (1) electronic copy.

Final Responses to Comments Document.

- District: Ten (10) print copies for the District; one (1) electronic copy for the District;
- BCDWRC: Ten (10) print copies for the District; one (1) electronic copy for the District;
- DWR: Five (5) print copies, plus one (1) electronic copy.



Assumptions for Task 4:

- The amount and complexity of comments that may be received on the IS/ND is unknown. For budgeting purposes, the cost estimate associated with this task assumes that up to 50 individual comments of varying detail will be received, and that each comment response will require an average of one-half hour of staff time to complete a draft response (one comment letter may have multiple comments). It is assumed that responses will consist of clarifying information presented in the IS/ND and that no new analyses, research or documentation will be necessary in order to respond to comments.

Task 5: Public Hearing to Adopt the IS/ND

CEQA Guidelines Section 15074(b) requires the decision-making body of the Lead Agency to 1) consider the proposed ND together with any comments received during the public review process and 2) adopt the proposed ND if it finds that there is no substantial evidence that the project will have a significant effect on the environment.

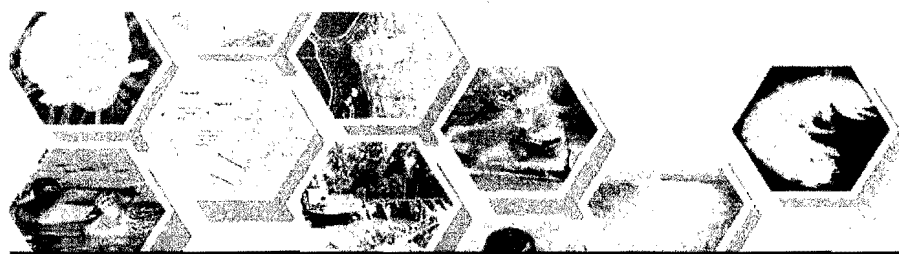
The NorthStar project manager will be available to attend up to two (2) public hearings to adopt the IS/ND. It is anticipated that a public hearing before the District Board and Butte County Board of Supervisors will be necessary.

Assumptions for Task 5:

- It is assumed that the District will prepare and file with the Kern County, County Clerk the Notice of Determination, including DFG filing fees, once the project has been approved.
- Copy of the receipt for payment of the DFG filing fees will be provided to NorthStar. NorthStar will process the Notice of Determination with the Butte County, County Clerk on the District's behalf.
- Because of the DWR's involvement with the proposed project, NorthStar will coordinate with DWR to ensure that a Notice of Determination is also submitted to the Office of Planning and Research (OPR). Based on prior experience with similar projects, DWR submitted the appropriate documentation to OPR.

Task 6: Project Management and Meetings

This task includes project management and coordination activities conducted by NorthStar throughout the CEQA process. The project will be managed to ensure the prompt delivery of the



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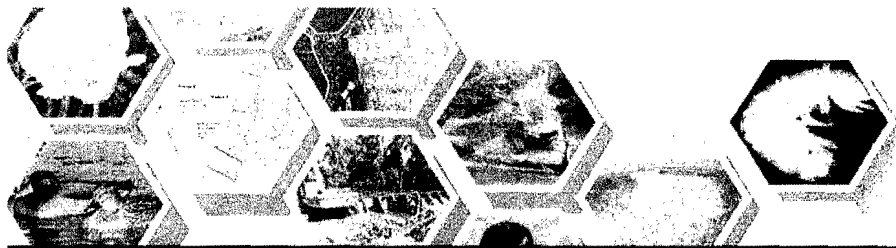
Scope of Work

IS/ND work product, control of the budget and scope, and coordination between NorthStar staff, the District, BCDWRC, and DWR. Maintaining the project schedule and identifying and responding to issues that may arise, requires frequent and effective communication between NorthStar and the District.

In addition, the NorthStar Project Manager will serve as an agency liaison between the District and all Responsible Agencies during the CEQA process. NorthStar will be available to attend up to four (4) project meetings and four (4) conference calls (in addition to the those identified in Tasks 1 and 2), as deemed necessary by the District. Meetings may include status meetings with District staff, additional consultation with Responsible Agencies, receiving comments on the IS/ND and determining approach to responses, public hearing preparation and presentation meetings.

Cost Estimate

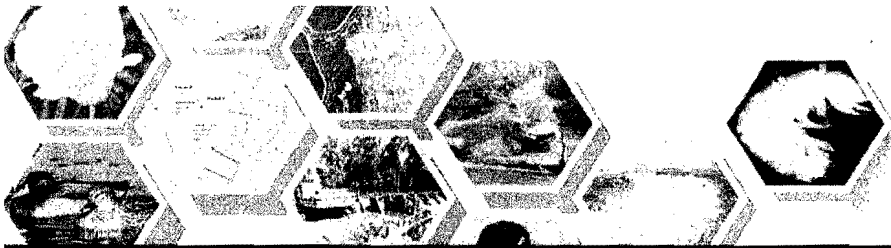
		Regional Manager	Project Manager	Project Engineer	Public Affairs	Capital Programs	Finance	Legal	Other
Task 1	Project Initiation and Data Collection	4	14				18	\$ 1,680	\$ 1,680
Task 2	Meeting/Consultation with Lead Agency & Responsible Agencies	8					8	\$ 840	
Task 3	Preparation of Draft IS/ND		80	8	8		96	\$ 8,400	\$ 8,400
	Admin Draft IS/MND (Doc Compilation)		16			12	28	\$ 2,100	
	Public Review IS/MND		8			16	24	\$ 1,600	
Task 4	Responses to Comments Document		40	8			48	\$ 4,320	\$ 6,120
	Admin. Draft (Doc Compilation)		8				8	\$ 720	
	Final Responses to Comments		4	8			12	\$ 1,080	
Task 5	Public Hearings (up to 2 hearings)		12				12	\$ 1,080	\$ 1,080
Task 6	Project Management (Conf. Calls, status reports)	32					32	\$ 3,360	\$ 3,360
	Total Hours	44	182	24	8	28	286		
	Hourly Rate	\$ 105	\$ 90	\$ 90	\$ 60	\$ 55			
	Total Labor Cost	\$ 4,620	\$ 16,380	\$ 2,160	\$ 480	\$ 1,540		\$ 25,180	\$ 25,180
Project Team Partners									
	O'Laughlin & Paris, LLC							\$ 2,500	\$ 2,500
	Administration Fee (15% of Subconsultant Cost)								\$ 375
	TOTAL SUBCONSULTANT COST								\$ 2,875
Reimbursable Expenses (ODCs)									
	Printing							\$ 480	
	Travel (mileage, airfare)							\$ 1,000	
	Postage and Delivery							\$ 150	
	Administration Fee (15% of ODCs)								\$ 245
	TOTAL REIMBURSABLE EXPENSES								\$ 1,875
	TOTAL PROJECT COST								\$ 29,930



SCHEDULE

Once work on the IS/ND has commenced, the Administrative Draft IS/ND will be completed within three weeks upon completion of Tasks 1 and 2, assuming a timely response to inquiries made to the Lead Agency as well as Responsible Agencies. Completion of the environmental process is anticipated to be three to four months. This latter timeline includes times allotted for District review and comment on the Administrative Drafts of IS/ND and the Responses to Comments document as well as CEQA requirements for processing and public review.

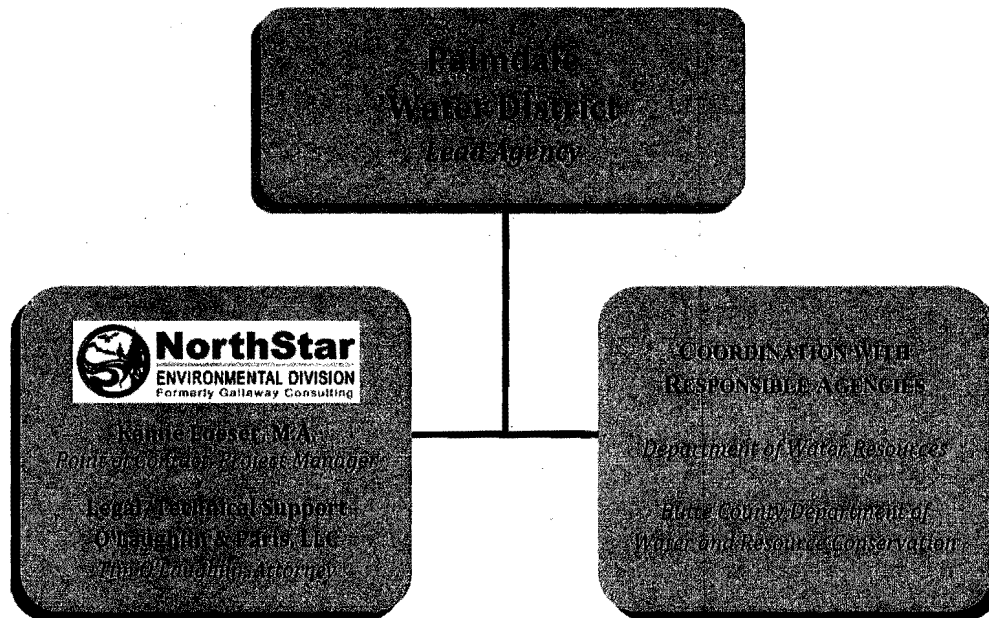
TASK	WEEK																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1 – Project Initiation and Data Collection	★																			
2 – Informal Consultation with Agencies		★																		
3 – Preparation of IS/ND			■	■	■	■														
District / Agency Review of IS/ND						■	■													
Revisions to IS/ND								■												
30-Day Public Review Period									■	■	■	■	■							
4 – Responses to Comments													■	■						
District Review of Responses															■	■	■			
Revisions to Responses																	■			
5 – Public Hearing to Adopt IS/ND																				★
6 – Project Management/Meetings			★						★				★				★			



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Project Team

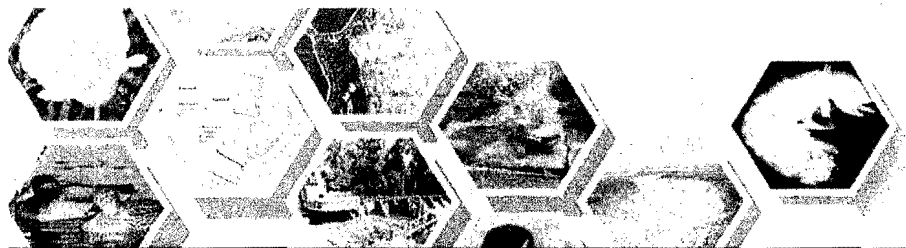
PROJECT TEAM



NorthStar Engineering

NorthStar Engineering is a multi-disciplinary engineering, surveying, and environmental consulting firm specializing in municipal infrastructure design, land surveying, environmental assessment, natural resource management, land development, wastewater treatment, and regulatory permit processing. NorthStar was established in Chico, California in 1983 and expanded its offices to Oroville in 2010. We have a staff of 26 employees including land surveyors, civil engineers, environmental planners, biologists, technicians, LEED accredited professionals, and administrative personnel. Our engineers and surveyors are licensed in California, Oregon, and Nevada allowing us to assist our clients with projects in neighboring states. Company principals have an average of 20 years in design and project management experience on projects throughout Northern California.

In 2009, NorthStar acquired Gallaway Consulting, a premier environmental consulting and natural resource firm, which now serves as NorthStar's Environmental Division. The merging of these two great companies allows NorthStar to provide a complete "turn-key" solution to both public agencies and private development clients.



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Project Team

NorthStar's Environmental Division has a team of seven resource professionals that provide a wide range of environmental and biological assessment services to assist clients with project planning, feasibility analysis, environmental documentation and impact analysis, regulatory permitting, and mitigation and construction monitoring.

"NorthStar has the ability to lead their team and produce complete detailed plans resulting in finished jobs on time and within...budget"

—Mike Miller,
Director of Facilities Planning and Management
Butte-Glenn Community College District

Our Senior Project Managers have facilitated the management of multi-disciplinary project teams, coordinated the preparation of technical studies, prepared multifaceted planning and environmental documentation, managed fast-track and long-term project schedules and complex budgets, and served as the liaison between the client, regulatory agencies, and stakeholders. NorthStar's Environmental Division works with regulatory and responsible agencies to create successful outcomes based on resource opportunities integrated with project needs. NorthStar's unique blend of engineers, planners, and resource scientists provides an added advantage because our team is experienced in taking a **project from conception through construction**.

Primary Point of Contact

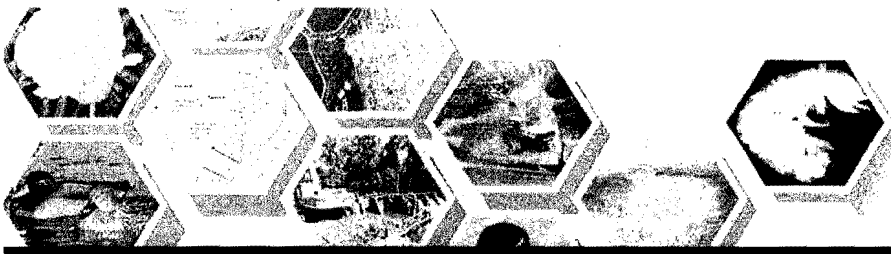
Kamie Loeser will serve as the primary point of contact for all communications. She has the authority to negotiate changes to the proposed scope of work, cost estimate, and schedule during the proposal review period and during the course of the project.

Kamie Loeser, MA: Senior Planner /Project Manager/Point of Contact



Roles and Responsibilities: For this project, Ms. Loeser, M.A. will serve as the dedicated Project Manager and Senior Planner responsible for the preparation of the IS/ND.

Ms. Loeser has 20 years of experience in community and environmental planning and consulting. Ms. Loeser is NorthStar's Senior Planner/Project Manager for the Environmental Planning and CEQA/NEPA Service Area. She is specifically responsible for overseeing and managing CEQA/NEPA documentation for all NorthStar environmental projects. Ms. Loeser has managed and prepared CEQA documents including Initial Studies, Mitigated Negative Declarations, and project and programmatic Environmental Impact Reports for subdivisions, planned unit development projects, and bike paths, roadway, and bridge projects. In addition, Ms. Loeser has managed the preparation of NEPA technical studies to support



Project Team

projects that have received state and federal funding; including infrastructure, roadway, and pedestrian/bicycle improvement projects. Ms. Loeser's work also focuses on water and wastewater infrastructure projects in Northern California. Her educational background emphasizes community and rural development with particular focus on land use planning, community development, water and natural resource management, wastewater infrastructure, recreation planning, and environmental impact analysis. Ms. Loeser manages complex planning and environmental projects, values strong company and client relationships, and is known for her organizational skills and personable project management style.

O'Laughlin & Paris LLP, Qualifications



O'Laughlin & Paris LLP
Attorneys at Law

Roles and Responsibilities: For this project, O&P will provide technical review of the IS/ND, and attend meetings with DWR to ensure that the document meets the needs of DWR and Responsible Agencies.

Specializing in water rights, environmental compliance, public agency representation, and litigation, O'Laughlin & Paris LLP (O&P) provides a wide range of specialized services. O&P attorneys realize that such services are only valuable when utilized as a means to achieve the goals and meet the expectations of our clients. O&P staff therefore prides themselves on dedication to our clients by making certain, before undertaking any work or assignment, that they truly understand what clients want, need, and expect. At all times, O&P staff listens, is accessible, responsive, and accountable, and make every effort to provide personal service and attention to each and every client.

Tim O'Laughlin
O'Laughlin & Paris, LLP
Attorneys At Law

Tim O'Laughlin, O'Laughlin & Paris, LLP

Mr. O'Laughlin advises clients on matters involving water, land use and planning, and the environment. He has extensive experience as general counsel to public agencies, and regularly attends meetings of their governing boards to advise them on the requirements of open meeting laws and election requirements, as well as on their general powers, rights, and obligations. For this project, Mr. O'Laughlin will work closely with Hanover to ensure that all environmental documentation is legally defensible and can withstand a CEQA challenge. He will also be available for meeting attendance and will review all CEQA documentation. In addition, due to Mr. O'Laughlin's extensive experience representing public agencies with water law, water rights and water transfers, his knowledge and experience complements the project team.



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Project Experience

PROJECT EXPERIENCE

Lower Tuscan Aquifer Monitoring, Recharge, and Data Management Project Initial Study and Mitigated Negative Declaration, Biological Resources Field Assessments, SCH#2010052030, Butte County Department of Water and Resource Conservation

This environmental document consisted of the preparation of an Initial Study/Mitigated Negative Declaration that was very contentious and previously subject to litigation. The project is a scientific study to assess recharge along the Lower Tuscan Aquifer outcrops and fluctuations between aquifer gradients based on other hydrogeologic influences, i.e. groundwater withdrawal for irrigation. NorthStar (formerly Gallaway Consulting) reviewed and revised the existing MND to address the issues identified as part of the County's litigation agreement between the Board of Supervisors, Butte County Department of Water and Resource Conservation, and the plaintiffs. The project area encompasses portions of two counties, Butte and Tehama, includes six stream reaches, and extends from the valley floor to the Sierra Nevada Foothills. NorthStar evaluated the potential impacts associated with project activities, including the installation of 10 infiltrometers; 12 stream gauging stations/staff gages, 24 piezometer wells and 18 seepage meter tests within the six identified creeks; the installation of up to 7 groundwater monitoring wells; and the performance of aquifer pump tests. NorthStar/Gallaway also prepared a Biological Resource Assessment/Biological Assessment that evaluated the potential biological resources at all identified project sites. In addition, Ms. Loeser worked closely and directly with Butte County Counsel to ensure that the MND and subsequent responses to the comments received could withstand legal scrutiny.

NorthStar/Gallaway served as the biological field staff for the Lower Tuscan Aquifer Monitoring, Recharge, and Data Management Project. The proposed project is a scientific study that seeks to further characterize the aquifer properties of the Lower Tuscan Aquifer, specifically Tuscan Formation units A and B. The information collected, including biological field data, is being used to verify input parameters of the Integrated Water Flow Model (IWFM) Butte Basin Groundwater Model (Model). All of the data collected was included in a common Geodatabase to facilitate incorporation into the model. Specifically, NorthStar/Gallaway conducted field visits to evaluate and classify vegetation and the presence of threatened and endangered species at project sites within Butte and Tehama Counties. NorthStar/Gallaway evaluated each of the project's sites and a ¼ mile radius buffer zone for all soil infiltration areas, designated stream reaches for five creeks, stream-aquifer interaction areas, and groundwater monitoring well sites. In addition, this information also served as the baseline biological and environmental conditions for the project's Initial Study/Mitigated Negative Declaration, which was prepared by NorthStar/Gallaway.



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Project Experience

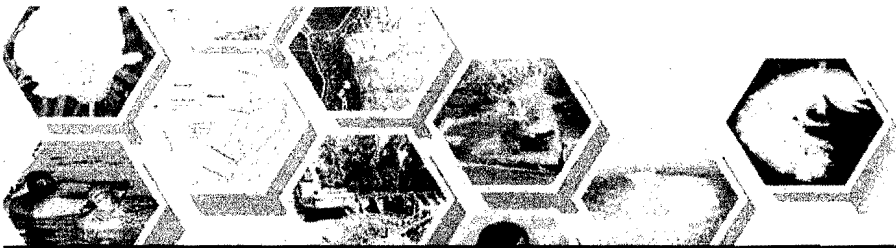
Deer Creek Flow Enhancement Project Initial Study and Mitigated Negative Declaration for the Deer Creek Irrigation District, Department of Water Resources, and Department of Fish and Game, Tehama County

Deer Creek represents one of the State's largest undammed watersheds, thus several unique habitat features within Deer Creek make it a very important resource for anadromous fish in the Sacramento Valley. The Deer Creek Flow Enhancement Project has been identified as a conservation action in the Operations Criteria and Plan Biological Assessment (OCAP-BA) for the California State Water Project. This aspect of the project is a component of the overall framework for increasing water flows in Deer Creek for the preservation and protection of threatened and endangered anadromous fish species, including Spring-run Chinook salmon and steelhead. The project is the implementation of a Memorandum of Agreement between the Deer Creek Irrigation District (DCID), the Northern Region of the Department of Water Resources (DWR) and the DFG. Ultimately, the project would result in DCID allowing water to bypass the diversion dam in exchange for pumping groundwater from the Lower Tuscan Aquifer for irrigation purposes. However, because local farmers obtain their water directly from the creek and thus, the idea of leaving water flow in the creek rather than diverting it for irrigation, generates controversy regarding water rights and the potential for water transfers outside of the County. This project has included numerous public meetings and community education and outreach to obtain the input and support of irrigation districts that have Deer Creek water rights.

Initial Study - Negative Declaration for the Butte County - Palmdale Water District Emergency Table A Water Transfer, 2008 and 2009, Butte County Department of Water and Resource Conservation

For this project, Ms. Loeser served as the Project Manager and Environmental Planner responsible for the preparation of the Initial Study/Negative Declaration. The project was the emergency short-term transfer of a portion of Butte County's excess SWP Table A Water allocation to the Palmdale Water District (a SWP Table A Contractor) for 2008 and 2009 if conditions remain dry, subject to DWR approval. It was anticipated that 8,750 acre feet would be transferred in 2008 and, if necessary, no more than 10,000 acre-feet (depending on availability) would be transferred in 2009. This was a short-term water transfer agreement. Accordingly, any water transferred under the proposed project would not represent a dependable long-term increase in supply.

Since the completion of the Oroville Dam, Butte County has a long-term water supply contract with DWR to supplement existing municipal and industrial supplies. The County has a maximum Table A amount of 27,500 acre-feet. The County does not yet need, nor use its full Table A amount. For the last forty years, Butte County and DWR have amended its SWP water supply contract and reduced its annual Table A amounts on a temporary basis. This temporary Table A reduction was



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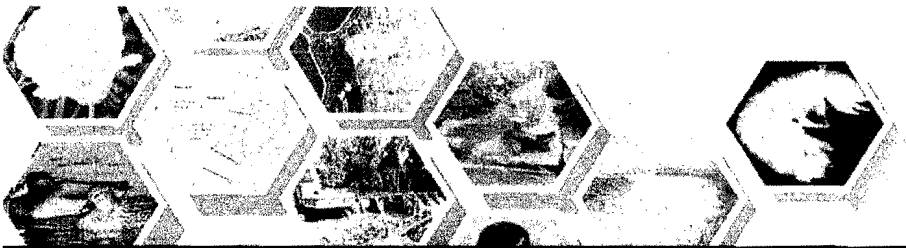
Project Experience

accomplished through an agreement between DWR and Butte County, which was extended and amended several times during that time frame. Historically, the County has opted to receive 300 to 3,500 acre-feet of its Table A water, which, for the last 20 years, has been sold to two in-County buyers of the water: Del Oro Water Company and California Water Service, Oroville. The remaining unused allocations have been reverted back to the SWP pool in previous years (DWR, 2006 and Newlin, 2008). Beginning in 2008, a reduction contract was not approved by DWR and the County is now required to take and pay for their Table A allocation (Newlin, 2008).

Transfer of the water would occur within the regulatory parameters for operations of the SWP, including all applicable Biological Opinions requirements under the Endangered Species Act that govern SWP pumping at the DWR's Harvey O. Banks Pumping Plant located in the Sacramento-San Joaquin Delta. To ensure compliance with all environmental requirements, DWR follows a set of mitigation and environmental programs in operating the SWP. Additional restrictions are being implemented as a result of interim operational remedies imposed by the United States District Court, Eastern District of California in *NRDC v. Kemphorne* (05/25/2007, 12/14/07) (also known as the "Wanger Decision") and the recent decision for *PCFFA v. Gutierrez* (04/16/2008), which will result in an interim salmon protection plan (once hearings are scheduled). The *NRDC v. Kemphorne* Interim Remedial Order governs pumping operations in the Sacramento-San Joaquin Delta by the SWP and the federally operated Central Valley Project (CVP).

Butte-Glenn Community College District, Facilities Master Plan and Initial Study and Mitigated Negative Declaration, Butte County

NorthStar Engineering's Environmental Division worked with the District's Facilities staff to prepare the Facilities Master Plan (FMP) Update and corresponding CEQA documentation. Specifically, NorthStar prepared the land use management and environmental setting for the FMP, which included long-range planning for the campus's open space areas. NorthStar prepared a campus-wide Biological Resources Assessment and Archaeological Inventory Survey Report (per Section 106) to identify areas of potential sensitive resources. NorthStar's GIS Division, created maps and graphics that identified current and future service areas and building sites, proposed construction, circulation, infrastructure and utilities, previous environmental surveys, and sensitive resources. As part of this planning effort, NorthStar identified environmental criteria and mitigation to be incorporated into the FMP so that potential environmental impacts associated with implementation of the FMP would be mitigated. Because the FMP is a program-level planning document, an Initial Study/Mitigated Negative Declaration was prepared, which also identified and evaluated reasonably foreseeable subsequent FMP construction projects.



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Project References

PROJECT REFERENCES

Project	Reference
Lower Tuscan Aquifer Monitoring, Recharge and Data Management Project, Initial Study and Mitigated Negative Declaration	Paul Gosselin, Director Butte County Dept. of Water and Resource Conservation 308 Nelson Avenue Oroville, CA 95965-3302 (530) 538-3804
Butte-Glenn Community College District, Facilities Master Plan and Initial Study and Mitigated Negative Declaration	Ms. Kimberly Jones, Assistant Director Facilities Planning and Management Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
Deer Creek Flow Enhancement Project Initial Study and Mitigated Negative Declaration	Dan McManus, Senior Engineering Geologist DWR, Northern Region Office 2440 Main Street Red Bluff, CA 96080 ph: (530) 529-7373 cell: (530) 945-0882



NorthStar
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Resumes

RESUMES



NorthStar
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Kamie Loeser, M.A.
Senior Planner/Project Manager

EDUCATION

- **B.A., Geography and Planning**, California State University, Chico, 1993
- **M.A., Master of Rural and Town Planning**, California State University, Chico, 1997
- **Environmental Review of California Water Projects: Legal Requirements, Approaches and Techniques**, UC Davis Extension, 2008

EXPERIENCE 18 Years

- **NorthStar Environmental; formerly known as Gallaway Consulting**
Senior Planner/Project Manager, 2009-current
- **Foothill Associates**
Senior Planner/Project Manager, 2006-2008
- **Community Planning Solutions**
Principal Planner, 2001-2004
- **Pacific Municipal Consultants**
Senior Planner, 1997-2001
- **California State University Chico, Research Foundation**
Planning Assistant and Project Coordinator, 1994-1997
- **Northern California Planning and Research**
Municipal Planner, 1992-1997
- **Wastewater Design Assessment District and Onsite Disposal Maintenance District**
Research Analyst and Technician, 1991-1993

Ms. Loeser has over 18 years of experience in community and environmental planning and consulting both in the private and public sectors. Ms. Loeser is the Senior Planner/Project Manager for the Environmental Planning and CEQA/NEPA Service Area for NorthStar Engineering's Environmental Division and is responsible for overseeing and managing environmental and community planning projects and subsequent regulatory permitting. Ms. Loeser has prepared environmental analyses for dozens of development and infrastructure projects in compliance with both CEQA and NEPA. She has conducted technical surveys and analyses for visual inventories and assessments, air quality analysis per URBEMIS, and greenhouse gas emissions estimates and mitigation per the new California Emissions Estimator Model (CalEEMod), hazardous materials and risk of upset assessments, traffic inventories, and noise assessments. Ms. Loeser has evaluated projects under all of the required environmental topic areas; per CEQA Guidelines Appendix G. Specific documents authored and compiled by Ms. Loeser include Initial Studies/Environmental Checklists and Mitigated Negative Declarations, Environmental Impact Reports (EIRs), NEPA Categorical Exclusions with technical studies, and Environmental Assessments. In addition, she has worked on a variety of planning projects including general plan updates, specific plans, zoning ordinance amendments, recreation master plans, watershed management plans, visual resource assessments, community action plans, and economic development plans. Her educational background emphasizes community and rural development with particular

focus on land use planning, community enhancement, visual design, natural resource management, recreation planning, and environmental impact analysis. Ms. Loeser has managed complex planning and environmental projects and values strong company and client relationships and is known for her organizational skills and personable project management style.

NORTHSTAR/GALLAWAY CONSULTING - Current Projects (2009-current)

- **Air Quality Analysis for the Thermalito East Trunk Sewer Replacement Line**, Butte County, Thermalito Water and Sewer District - Senior Planner
- **Beale Air Force Base Access (Smartville Road) Project, Natural Environment Study (NES), Wetland Delineation and Regulatory Permitting**, Yuba County - Project Manager
- **Bruce Road Widening Project Initial Study/Mitigated Negative Declaration** (in progress), City of Chico - Project Manager
- **Butte College Skyway Center Initial Study/Mitigated Negative Declaration**, Butte-Glenn Community College District - Senior Planner/Project Manager
- **Colusa County General Plan Background Report - Geology and Soils, Safety and Hazards**, Colusa County for DeNovo Planning Group - Project Manager
- **Deer Creek Flow Enhancement Program Initial Study/Mitigated Negative Declaration**, Deer Creek Irrigation District in partnership with Department of Water Resources and Department of Fish and Game, Tehama County - Senior Planner/Project Manager
- **Eagle Meadows Subdivision, Entitlement Planning**, Butte County, Wyckoff & Associates - Senior Planner
- **Foothill Boulevard Bridge Replacement Project Initial Study/Mitigated Negative Declaration and Regulatory Permitting**, Butte County - Project Manager
- **Greenhouse Gas Emissions Analysis for the Paradise Summit TSM and PUD, Environmental Impact Report**, Wyckoff & Associates - Senior Planner
- **Lower Tuscan Aquifer Monitoring, Recharge and Data Management Project Initial Study/Mitigated Negative Declaration** (in progress), Butte County for Brown & Caldwell - Senior Planner/Project Manager
- **Nelson Avenue Parcel GPA/Rezone Initial Study/Mitigate Negative Declaration** (in progress), City of Oroville for Guillon Inc. - Project Manager
- **Paradise Summit TSM and PUD, Environmental Impact Report**, Butte County, Wyckoff & Associates - Project Manager, Senior Planner
- **Soper Wheeler Roadway Easement Environmental Assessment and Biological Assessment/Biological Evaluation**, USFS - Senior Planner/Project Manager
- **Smartville Road Bridge Replacement Project, Natural Environment Study (NES), Wetland Delineation and Regulatory Permitting**, Yuba County - Project Manager
- **State Route 99 Bike Path, Preliminary Environmental Study (PES) and Initial Study/Mitigated Negative Declaration for Phase 1**, City of Chico and Caltrans - Senior Planner/Project Manager

- **State Route 99 Bike Path, Preliminary Environmental Study (PES) for Phase 2**, City of Chico and Caltrans – Project Manager
- **State Route 99/Southgate Avenue Interchange Preliminary Environmental Analysis Report (PEAR)**, Mark Thomas Engineering Company, City of Chico – Project Manager
- **Thermalito East Trunk Sewer Replacement Line Initial Study/Mitigated Negative Declaration**, Butte County, Thermalito Water and Sewer District – Senior Planner

CEQA/NEPA Environmental Documentation and Regulatory Permitting

- **Bass Lake Road Expansion Regulatory Permitting (CWA 404 and 401, SAA 1600)**, El Dorado County – Senior Planner/Project Manager
- **Butte County – Palmdale Water District Emergency Table A Water Transfer Initial Study/Negative Declaration**, Kern County, Palmdale Water District (Lead Agency) and Butte County, Department of Water and Resource Conservation – Senior Planner/Project Manager
- **Cedar Grove Church Draft EIR**, City of Livermore – Environmental Planner/Assistant Project Manager
- **Daugherty Hill Wildlife Area Land Management Plan Initial Study/Mitigated Negative Declaration**, Department of Fish and Game – Senior Planner/Project Manager
- **Garcia Ranch Single-Family Residential Unit Encroachment Permit (located between the levee and the Sacramento Deep Water Ship Canal) Initial Study/Mitigated Negative Declaration**, Department of Water Resources, State Reclamation Board (Lead Agency) – Senior Planner/Project Manager
- **Greenback Road Widening Project Draft EIR/EIS**, City of Citrus Heights – Environmental Planner/Assistant Project Manager
- **Lake Front at Walker Ranch Administrative Draft EIR**, Plumas County – Senior Planner/Project Manager
- **Little Chico Creek Bike Path Initial Study/Mitigated Negative Declaration**, City of Chico – Senior Planner/Project Manager
- **Manzanita Avenue Road Widening Project Administrative Draft EIR**, City of Chico – Senior Planner/Project Manager
- **North Fork Ranch Planned Development Administrative Draft EIR**, Shasta County – Senior Planner/Project Manager
- **North Star Annexation Project Draft EIR**, City of Grass Valley – Environmental Planner/Assistant Project Manager
- **Northstar Village Draft EIR**, Placer County – Environmental Planner/Assistant Project Manager
- **Neal Road Landfill Expansion Draft EIR**, Butte County – Environmental Planner/Assistant Project Manager
- **New Westside Interceptor Eastside Road Alignment Initial Study/Mitigated Negative Declaration**, City of Redding – Environmental Planner/Assistant Project Manager

- **PG&E Hydrodivestiture EIR for the California Public Utilities Commission (CPUC)** – Senior Planner/Assistant Team Leader/Project Manager
- **Planned Community-2 (PC-2) Specific Plan EIR**, Town of Truckee – Environmental Planner/Assistant Project Manager
- **Pilot Hill Ranch Specific Plan Draft EIR**, El Dorado County – Environmental Planner/Assistant Project Manager
- **Presidio PUD and Community Park Draft EIR**, City of Tracy – Environmental Planner/Assistant Project Manager
- **Quail Lake Estates Draft EIR**, Nevada County – Environmental Planner/Assistant Project Manager
- **Rosamond Recreation Master Plan Initial Study/Mitigated Negative Declaration**, City of Rosamond – Senior Planner/Project Manager – Environmental Planner/Assistant Project Manager
- **Salmon Falls Preserve Draft EIR**, El Dorado County – Environmental Planner/Assistant Project Manager
- **Shasta Valley Asphalt and Aggregate Project Draft EIR**, City of Yreka – Environmental Planner/Assistant Project Manager
- **Sierra Sky Ranch Subdivision and General Plan Amendment Draft EIR**, Madera County – Environmental Planner/Assistant Project Manager
- **Temple Beth El Draft EIR**, City of Berkeley – Environmental Planner/Assistant Project Manager
- **Village at Northstar Administrative Draft EIR**, Northstar, California – Environmental Planner/Assistant Project Manager
- **Wolf Creek Ranch Estates Draft EIR**, Nevada County – Environmental Planner/Assistant Project Manager

Community Planning Projects

- **Butte Creek Watershed Existing Conditions Report**, California State University Chico, Research Foundation – Project Planner responsible for the Land Use Inventory and Analysis and Recreation and Visual Resources Inventory and Analysis
- **City of Colfax General Plan Update**, 1997, City of Colfax – Municipal Planner/Assistant Project Manager
- **City of Corning General Plan Update**, 1994, City of Corning – Municipal Planner/Assistant Project Manager
- **Community Action Plan for the Town of Washington**, Sierra Economic Development District, Nevada County – Principal Planner/Project Manager
- **Deer Creek Watershed Conservancy Project**, California State University, Chico, Research Foundation – Project Planner responsible for the Land Use Inventory and Analysis
- **Economic Development Plan for the Town of Washington**, Sierra Economic Development District, Nevada County – Principal Planner/Project Manager
- **Sierra Buttes/Lakes Basin Recreation Master Plan**, Sierra County – Senior Planner/Project Manager
- **Visual Design Guidelines for the Highway 99W Corridor**, City of Corning – Municipal Planner/ Project Manager

TIM O'LAUGHLIN



O'Laughlin & Paris LLP
Attorneys at Law

Professional Experience

Mr. O'Laughlin advises clients on matters involving water, land use and planning, and the environment. He has extensive experience as general counsel to public agencies, and regularly attends meetings of their governing boards to advise them on the requirements of open meeting laws and election requirements, as well as on their general powers, rights, and obligations. Mr. O'Laughlin represents clients in and before all federal and state judicial, administrative, and regulatory forums, including the California State Water Resources Control Board. Mr. O'Laughlin served as lead counsel for the San Joaquin River Group Authority in the Bay-Delta Water Rights hearing, which included more than 80 hearing days during several separate phases. As a result of Mr. O'Laughlin's efforts, the State Water Resources Control Board adopted the settlement proposal offered by the San Joaquin River Group Authority as the sole method for meeting the flow dependent objectives of the San Joaquin River Basin.

Mr. O'Laughlin is currently the general counsel for the Modesto Irrigation District, which provides irrigation water to over 58,000 acres, electric service to over 111,000 accounts and drinking water to the City of Modesto. Tim O'Laughlin is a founding member of O'Laughlin & Paris LLP. He has over 25 years of experience in water law and public agency representation.

Education

J.D., University of Santa Clara, 1984

B.A., Political Science, University of California, Berkeley, 1980

Bar and Court Admissions

- State Bar of California
- U.S. Supreme Court
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Northern District of California

Presentations and Lectures

- Panelist, "Water Rights Adjudications: Do Water Rights Mean Certainty Anymore?" California Water Law and Policy Conference, October 1998, San Diego, CA.
- Panelist, "The Bay Delta Water Rights Proceedings: Sharing the Pain," Water Education Foundation's California Water Policy Pre-Conference, February 23, 2000, San Diego, CA.
- Speaker, "San Joaquin Adaptive Management Plan" Water Education Foundation's San Joaquin River Tour, May 2000

Professional Memberships and Activities



O'Laughlin & Paris LLP
Attorneys at Law

- Past Member, ACWA Legal Affairs Committee
- Judge Pro Tem, Small Claims Judge Pro Tem program, Butte County Superior Court, 1999, 2001
- Butte County Bar Association

Notable Cases and Transactions

- Served as lead counsel for defendant Santa Clara Valley Water District in the Alviso Flood cases, 1985-1988. These cases, involving some 3000 plaintiffs, all ended in settlements.
- Served as lead counsel for Solano County water interests in the Putah Creek Water Cases, 1992-1998. Culminated in a five week trial regarding water rights downstream of the federal Solano Project.
- Served as lead counsel for Orange Cove Irrigation District in contract dispute with United States. In 1993, U.S. Court of Federal Claims ruled in Orange Cove Irrigation District's favor.
- Served as lead counsel for several parties to water transfers in the San Joaquin Valley which were challenged under CEQA. Each challenge was successfully defeated in Superior Court.
- Served as lead counsel in federal court action challenging propriety of listing Central Valley steelhead as a threatened species under the Endangered Species Act.

Reported Cases

- California Farm Bureau Federation v. SWRCB (2011) 51 Cal.4th 421
- Modesto Irr. Dist. v. Gutierrez, 619 F.3d 1024 (9th Cir. 2010)
- California State Grange v. National Marine Fisheries Service, 620 F.Supp.2d 1111 (E.D.Cal. 2008)
- Phelps v. State Water Resources Control Bd. (2007) 157 Cal.App.4th 89
- State Water Resources Control Bd. Cases (2006) 136 Cal.App.4th 674
- Central Valley Water Agency v. U.S., 327 F.Supp.2d 1180 (E.D. Cal. 2004)
- Central Delta Water Agency v. U.S., 306 F.3d 938 (9th Cir. 2002)
- City of Barstow v. Mojave Water Agency (2000) 23 Cal.4th 1224
- DeltaKeeper v. Oakdale Irrigation District (2001) 94 Cal.App.4th 1092
- OCID v. United States, 28 Fed.Cl. 790 (1993)

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111 MISSION RANCH BLVD, SUITE 100
CHICO, CA 95926
530-893-1600
www.northstareng.com

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT**

CLIENT: Palmdale Water District
Attn: Mr. Jon M. Pernula
2029 East Avenue Q
Palmdale, CA 93550

DATE: February 14, 2012

CONSULTANT: NorthStar Engineering (Consultant)
111 Mission Ranch Blvd Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: Table A Water Transfer

JOB NO.: 12-022

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").
2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal with Rates"). The estimate of time for the work outlined in the attached proposal is based upon our experience with previous projects. Situations and requirements vary with each project and the actual time required may be more or less than the estimate.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, both property and environmental, boundary surveys, species and habitat surveys, reports of any nature, descriptions, details, calculations, studies, analysis, written recommendations, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any work products described above ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

Client's Initial: _____ Date: _____

Consultant's Initial: JS Date: 2/15/12

3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

4. **Standard of Care.** Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. **Basis of Compensation and Method of Payment** Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant's services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 45 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project stoppage. In the event the project is restarted, Client shall also pay the cost of the restart, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

In the event legal action is necessary to enforce the payment provisions of the Agreement, Consultant shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

6. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within 45 days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

7. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract is good for 14 days after the date shown below in the signature block. If Client fails to sign this contract within 14 days, the offer shall be withdrawn and is null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement and Consultant shall deliver to Client any and all work product performed to date.

Client's Initial: _____ Date: _____

Consultant's Initial: MS Date: 2/15/12

8. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. **Extra Work.** Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B". Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

10. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, all application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

11. **Indemnity.** Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent conduct in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom Client is legally liable. Client agrees to be solely and completely responsible for jobsite conditions during the course of Consultants performance including safety of all persons and property and to defend and indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval of Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

14. **Lien rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement.

15. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the amount of this agreement, for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

16. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

17. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

Client's Initial: _____ Date: _____

Consultant's Initial: JCS Date: 2/15/12

18. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Dispute Resolution:** All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

- A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and
- B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

21. **Time Bar to Litigation:** All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

22. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

23. **Inurement.** The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

24. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

25. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

26. **Code Compliance.** Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty, either express or implied, that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

27. **Third-Party Beneficiaries.** Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

28. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

Client's Initial: _____ Date: _____

Consultant's Initial: JS Date: 2/15/12

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

Consultant:

BY: James Stevens

TITLE: Principal

LICENSE NO.: PLS # 6050

SIGNED: 

DATE SIGNED: 2/15/12

Client:

BY: _____

TITLE: _____

SIGNED: _____

DATE SIGNED: _____

BY: _____

TITLE: _____

LICENSE NO.: _____

SIGNED: _____

DATE SIGNED: _____

☐ Exhibit "A" – Scope of Work _____ Client's Initials

☐ Exhibit "B" – Cost Estimate _____ Client's Initials

☐ Exhibit "C" – Schedule _____ Client's Initials

Client's Initial: _____ Date: _____

Consultant's Initial: _____ Date: _____

EXHIBIT "A"
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

SCOPE OF SERVICES

PROJECT UNDERSTANDING

Butte County's surplus State Water Project (SWP) Table A water has historically been pooled and distributed as part of the overall annual SWP allocations to the State Water Contractors and has subsequently been delivered through the SWP to southern California.

The "proposed project" is a Table A water long-term transfer agreement between Butte County and the Palmdale Water District. The District is pursuing a ten-year agreement, with an option for multiple additional 5-year extensions, to acquire Butte County's surplus Table A water. The agreement would improve the District's dry-year reliability and to help meet its existing anticipated demands over the next ten years. The proposed transfer would include 10,000 acre-feet of Table A water.

Typically, temporary changes involving the transfer of water that was previously stored are exempt from CEQA, under a Class 1-Existing Facilities Categorical Exemption (CEQA Guidelines Section 15301). However, Responsible Agencies must consider potential impacts to other legal users of the water and to fish, wildlife, or other in-stream beneficial uses. The preparation of an IS/ND at this stage of the planning process would provide the opportunity to evaluate and determine whether or not the proposed long-term agreement would result in any of the "Mandatory Findings of Significance" or potentially result in growth inducing impacts per CEQA. Responsible Agencies can use this IS/ND to make their findings, thereby streamlining any subsequent permitting, approval and/or environmental review processes.

PROJECT APPROACH

NorthStar Engineering's Environmental Division (NorthStar) will work with the Palmdale Water District (District), Butte County Department of Water and Resource Conservation (BCDWRC), and Department of Water Resources (DWR) to prepare the appropriate California Environmental Quality Act (CEQA) documentation for the proposed project.

Ms. Kamie Loeser, M.A., Senior Environmental Planner, will serve as the Project Manager and primary point of contact for this project. Ms. Loeser will work closely with the District to conduct the following: adequately describe the project, identify and analyze the potential environmental impacts per CEQA, prepare the appropriate CEQA document (for this project it is assumed that the proposed project would result in the preparation of a Negative Declaration), prepare responses to

Client's Initial: _____ Date: _____

Consultant's Initial: JS Date: 2/16/12

comments received during public review, and attend public hearings for adoption of the CEQA document and approval of the long-term agreement. NorthStar will provide all necessary technical support to see the environmental documentation through to adoption.

In May 2008, the Palmdale Water District prepared an Initial Study/Negative Declaration (IS/ND) for a short-term emergency Table A water transfer for 2008 and 2009. To provide for a more streamlined environmental review process, the 2008 IS/ND will serve as a template for the current CEQA documentation and expanded as appropriate to reflect the current proposed project. As part of this proposed environmental review process, the following will be reviewed, updated, and incorporated into the Long-Term Table A Water Transfer IS/ND to reflect current conditions and needs:

- The Purpose and Need for the proposed project will be updated, including PWD Water Supply and Demand Management.
- Water Availability and Transfer, updates to the regulatory parameters for operations of the SWP, including all applicable Biological Opinions' requirements that govern pumping, any new applicable court orders and environmental concerns (including any change in listed species).
- Historic Use of Butte County SWP Table A Water; identification of in-County users, including Del Oro Water Company and California Water Service.
- Butte County's 2030 General Plan and applicable goals and policies pertaining to Table A water use (for consistency with the Land Use and Planning Section of the IS/ND).
- Project Background, discussion of the Turn-Back Water Pool Program, and any other changes to SWP Table A processes, as deemed necessary.
- Discussion items will include the "long-term" aspect of this transfer and whether or not it is considered a "reliable" long-term source of water that would result in growth inducing impacts. For this analysis, it is assumed that this water would allow the District to meet its current and projected water demand, based on existing long-range planning.
- Initial Study Checklist to reflect additions to CEQA Guidelines Appendix G that went into effect March 2010 (i.e., Greenhouse Gas Emissions Section).
- Under each Environmental Topic identified in the Initial Study Checklist, a discussion will be provided that 1) describes baseline conditions and 2) reference information sources that describe why the project would have "no impact" on the environment or explain why the project would result in a "less than significant impact." Documents will be incorporated by reference per CEQA and the location where these documents are available for review.
- The Biological Resources section will be updated to reflect threatened and endangered Delta fish species that are directly and indirectly impacted by SWP operations and

Client's Initial: _____ Date: _____

applicable Biological Opinions, court orders, and any new/revised/updated studies that have been prepared since 2008.

- Mandatory Findings of Significance will discuss cumulatively considerable environmental effects that may potential result from the long-term contract. Information from the 2008 IS/ND will be updated and expanded as necessary to reflect current conditions and the potential impact associated with the long-term water transfer.
- Other project specific information and analyses will included in the IS/ND as identified during the project kickoff and data collection portion of this scope of work.

SCOPE OF WORK

Task 1 – Project Initiation and Data Collection

The NorthStar Project Manager will conduct a project kick-off meeting with the Palmdale Water District staff (this meeting can be combined with Task 2, below). The purpose of this meeting will be to outline procedural/processing requirements, finalize the deliverables schedule, identify and obtain all relevant documentation, and resolve any other outstanding issues.

Specifically, the project initiation meeting will include the determination that an IS/ND is the appropriate CEQA documentation for the long-term water transfer.

As part of project initiation, NorthStar staff will review all existing and relevant material to identify any gaps in information. A list of anticipated data needed to complete the IS/ND will be provided to the District prior to the project kick-off meeting. Specific attention will be directed towards developing a coherent Project Description and environmental significance criteria from which potential impacts will be measured.

Assumptions for Task 1:

- The District will provide NorthStar with any additional documents that are not available on the District's or Responsible Agencies' website, either in print copy or electronically. This information shall be provided to NorthStar prior to project kick-off meeting.

Task 2 – Coordination and Consultation with Lead Agency and Responsible Agencies

Because each Responsible Agency may need to conduct its own environmental review as part of subsequent permitting or approval processes, it is imperative that the Water Transfer IS/ND address all potential environmental effects to help streamline subsequent approval process.

The NorthStar Project Manager will coordinate and facilitate, with the assistance of the District, a coordination and consultation meeting with the Lead Agency and Responsible Agencies' representatives to ensure that all issues are identified and subsequently addressed in the IS/ND.

Client's Initial: _____ Date: _____

Participants at this meeting would include representatives from the Department of Water Resources (DWR) and the Butte County Department of Water and Resource Conservation (BCDWRC). The District may identify other participants, as deemed necessary.

Assumptions for Task 2:

- Unless otherwise specified, NorthStar will use the CEQA Guidelines, Appendix G, Environmental Checklist to serve as the basis of CEQA analysis.

Task 3: CEQA Environmental Documentation

Subtask 3a - Preparation of Initial Study/Negative Declaration

This subtask includes the preparation of the Initial Study/Negative Declaration (IS/ND) for the proposed project. This task includes the preparation of an Administrative Draft IS/ND for review by the District and Responsible Agencies (DWR and BCDWRC) and a Public Review IS/ND.

NorthStar will prepare an IS/ND for the proposed project according to CEQA Guidelines Section 15063(d). The IS/ND will be based on our understanding of the proposed project and will include an evaluation of the following topic areas:

- Aesthetics
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Mandatory Findings of Significance

The IS/ND will generally contain the following, per CEQA Guidelines Section 15063(d):

1. A description of the project including the location of the project and the project boundaries. The project description will rely on the conditions and parameters of the proposed water transfer. A regional context/vicinity map will also be included. NorthStar will provide a

Client's Initial: _____ Date: _____

Consultant's Initial: JS Date: 2/5/12

description of the District's water supply and use, Butte County's water supply and allocation, and a background of the SWP's operations to establish a baseline for analysis.

2. A description of the environmental setting and baseline conditions for each topic area.
3. Using the Environmental Checklist, NorthStar will analyze the project's environmental effects. The analysis will include a narrative of each issue to support the conclusion. Information and documentation incorporated by reference will be briefly summarized and adequately referenced. NorthStar will create a digital library of all reference material to provide to the District and BCDWRC, which will be made available to the public for review.
4. It is anticipated that environmental effects would result a finding of no impact or less than significant impact.
5. A discussion of required project approvals.
6. An examination of whether the project would be consistent with existing plans and other applicable land use controls.
7. A description of assumptions and methodology used in the environmental analysis.
8. Mandatory Findings of Significance will include: the project's potential to degrade the quality of the environment; address cumulatively considerable impacts; and a determination of direct and/or indirect adverse impacts on humans.
9. List of Preparers and References.

Deliverables for Task 3a:

Administrative Draft IS/ND.

An Administrative Draft IS/ND will be prepared and submitted to the District for review and comment. Based upon previous experience for similar projects, it is recommended that copies of the Administrative Draft IS/ND will be circulated to DWR and BCDWRC for review and comment prior to releasing the document for public review.

- District: Five (5) print copies, plus one (1) electronic copy.
- BCDWRC: Five (5) print copies, plus one (1) electronic copy.
- DWR: Five (5) print copies, plus one (1) electronic copy.

Public Review Draft IS/ND.

Following comments from the District and Responsible Agencies, NorthStar will revise the IS/ND (assumes comments would be limited to additional information that provides clarification and understanding for the layperson and minor editing) and prepare a Public Review IS/ND for public circulation and submitted to the State Clearinghouse (SCH) for the required 30 day public review period.

Client's Initial: _____ Date: _____

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- SCH: fifteen (15) print copies for submittal to the State Clearinghouse (SCH); one (1) electronic copy for the SCH.
- District: Ten (10) print copies for the District; one (1) electronic copy for the District;
- BCDWRC: Ten (10) print copies for the District; one (1) electronic copy for the District;
- DWR: Five (5) print copies, plus one (1) electronic copy.

Assumptions for Task 3a:

- It is assumed that the District and BCDWRC will distribute copies of the IS/ND to appropriate agencies not included as part of the SCH distribution.

Task 3b - Public Noticing

NorthStar will draft the Notice of Availability with the Intent to Adopt a Negative Declaration (CEQA Guidelines Section 15072) for use by the District and BCDWRC.

Deliverables for Task 3a:

- One (1) print copy of the Notice of Availability; one (1) electronic copy.

Assumptions for Task 3b:

- The District and BCWRCD will be responsible for the publication, posting, or direct mailing of all public notices.

Task 4: Responses to Comments Document

Following public review of the IS/ND, the District will provide NorthStar with the comments received on the IS/ND. NorthStar will respond to comments and prepare a "Responses to Comments" Document for review and comment by the District and BCDWRC. Following review and comment by the District and BCDWRC, NorthStar will finalize the Responses to Comments Document to be included as part of the staff reports that will be considered by the District Board and the Butte County Board of Supervisors.

Deliverables for Task 4:

Administrative Responses to Comments Document.

An Administrative Responses to Comments Document will be prepared and submitted to the District, BCDWRC and DWR for review and comment.

- District: Five (5) print copies, plus one (1) electronic copy.

Client's Initial: _____ Date: _____

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- BCDWRC: Five (5) print copies, plus one (1) electronic copy.
- DWR: Five (5) print copies, plus one (1) electronic copy.

Final Responses to Comments Document

- District: Ten (10) print copies for the District; one (1) electronic copy for the District;
- BCDWRC: Ten (10) print copies for the District; one (1) electronic copy for the District;
- DWR: Five (5) print copies, plus one (1) electronic copy.

Assumptions for Task 4:

- The amount and complexity of comments that may be received on the IS/ND is unknown. For budgeting purposes, the cost estimate associated with this task assumes that up to 50 individual comments of varying detail will be received, and that each comment response will require an average of one-half hour of staff time to complete a draft response (one comment letter may have multiple comments). It is assumed that responses will consist of clarifying information presented in the IS/ND and that no new analyses, research or documentation will be necessary in order to respond to comments.

Task 5: Public Hearing to Adopt the IS/ND

CEQA Guidelines Section 15074(b) requires the decision-making body of the Lead Agency to 1) consider the proposed ND together with any comments received during the public review process and 2) adopt the proposed ND if it finds that there is no substantial evidence that the project will have a significant effect on the environment.

The NorthStar project manager will be available to attend up to two (2) public hearings to adopt the IS/ND. It is anticipated that a public hearings before the District Board and Butte County Board of Supervisors will be necessary.

Assumptions for Task 5:

- It is assumed that the District will prepare and file with the Kern County, County Clerk the Notice of Determination, including DFG filing fees, once the project has been approved.
- Copy of the receipt for payment of the DFG filing fees will be provided to NorthStar. NorthStar will process the Notice of Determination with the Butte County, County Clerk on the District's behalf.
- Because of the DWR's involvement with the proposed project, NorthStar will coordinate with DWR to ensure that a Notice of Determination is also submitted to the Office of

Client's Initial: _____ Date: _____

Planning and Research (OPR). Based on prior experience with similar projects, DWR submitted the appropriate documentation to OPR.

Task 6: Project Management and Meetings

This task includes project management and coordination activities conducted by NorthStar throughout the CEQA process. The project will be managed to ensure the prompt delivery of the IS/ND work product, control of the budget and scope, and coordination between NorthStar staff, the District, BCDWRC, and DWR. Maintaining the project schedule and identifying and responding to issues that may arise, requires frequent and effective communication between NorthStar and the District.

In addition, the NorthStar Project Manager will serve as an agency liaison between the District and all Responsible Agencies during the CEQA process. NorthStar will be available to attend up to four (4) project meetings and four (4) conference calls (in addition to the those identified in Tasks 1 and 2), as deemed necessary by the District. Meetings may include status meetings with District staff, additional consultation with Responsible Agencies, receiving comments on the IS/ND and determining approach to responses, public hearing preparation and presentation meetings.

Client's Initial: _____ Date: _____

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EXHIBIT "B"
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

COST PROPOSAL WITH RATES
(Time and Materials - Not to Exceed)

Task	Description	NorthStar						Total	Total for Task
		Project Manager	Senior Planner	Senior Review	GIS	Admin	Hours		
Task 1	Project Initiation and Data Collection	4	14				18	\$ 1,680	\$ 1,680
Task 2	Meeting/Consultation with Lead Agency & Responsible Agencies	8					8	\$ 840	
Task 3	Preparation of Draft IS/ND		80	8	8		96	\$ 8,400	\$ 8,400
	Admin Draft IS/MND (Doc Compilation)		16			12	28	\$ 2,100	
	Public Review IS/MND		8			16	24	\$ 1,600	
Task 4	Responses to Comments Document		40	8			48	\$ 4,320	\$ 4,320
	Admin. Draft (Doc Compilation)		8				8	\$ 720	
	Final Responses to Comments		4	8			12	\$ 1,080	
Task 5	Public Hearings (up to 2 hearings)		12				12	\$ 1,080	\$ 1,080
Task 6	Project Management (Conf. Calls, status reports)	32					32	\$ 3,360	\$ 3,360
	Total Hours	44	182	24	8	28	286		
	Hourly Rate	\$ 105	\$ 90	\$ 90	\$ 60	\$ 53			
	Total Labor Cost	\$ 4,620	\$ 16,380	\$ 2,160	\$ 480	\$ 1,540		\$ 25,180	\$ 25,180
Project Team Partners									
	O'Laughlin & Paris, LLC							\$ 2,500	\$ 2,500
	Administration Fee (15% of Subconsultant Cost)								\$ 375
	TOTAL SUBCONSULTANT COST								\$ 2,875
Reimbursable Expenses (ODCs)									
	Printing							\$ 480	
	Travel (mileage, airfare)							\$ 1,000	
	Postage and Delivery							\$ 150	
	Administration Fee (15% of ODCs)								\$ 245
	TOTAL REIMBURSABLE EXPENSES								\$ 1,875
	TOTAL PROJECT COST								\$ 29,930

Client's Initial: _____ Date: _____

Consultant's Initial: JS Date: 2/15/12

EXHIBIT "C"
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT

SCHEDULE

Once work on the IS/ND has commenced, the Administrative Draft IS/ND will be completed within three weeks upon completion of Tasks 1 and 2, assuming a timely response to inquiries made to the Lead Agency as well as Responsible Agencies. Completion of the environmental process is anticipated to be three to four months. This latter timeline includes times allotted for District review and comment on the Administrative Drafts of IS/ND and the Responses to Comments document as well as CEQA requirements for processing and public review.

TASK	WEEK																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1 – Project Initiation and Data Collection	★																			
2 – Informal Consultation with Agencies		★																		
3 – Preparation of IS/ND																				
District / Agency Review of IS/ND																				
Revisions to IS/ND																				
30-Day Public Review Period																				
4 – Responses to Comments																				
District Review of Responses																				
Revisions to Responses																				
5 – Public Hearing to Adopt IS/ND																				★
6 – Project Management/Meetings			★						★				★				★			

Client's Initial: _____ Date: _____

GAVEA**Invoice**

1028 W. Ave L-12 #101
Lancaster, CA 93534

Date	Invoice #
3/1/2012	967

Palmdale Water District
Dennis LaMoreaux
2029 E Ave Q
Palmdale, CA 93550

Due Date

4/2/2012

Description	Amount
Annual Investor Membership	2,500.00
<div> <div>Thank you for your continued support of the Greater Antelope Valley Economic Alliance</div> <div> Total 2,500.00 </div> </div>	

(661) 945-2741	(661) 945-7711	info@aveconomy.org	www.aveconomy.org

MINUTES OF MEETING OF THE FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT, SEPTEMBER 21, 2011:

A meeting of the Facilities Committee of the Palmdale Water District was held Wednesday, September 21, 2011, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Godin called the meeting to order.

1) Roll Call.

Attendance:

Facilities Committee:
Linda Godin, Chair
Jeff Storm, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Matt Knudson, Engineering Manager
Tim Moore, Facilities Manager
Peter Thompson, Operations Manager
Ed Boka, Treatment Plant Supervisor
Kelly Jeters, Systems Supervisor
Randy Hardenbrook, Equipment Mechanic Spvrs.
Danielle Doll, Administrative Assistant
2 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Storm, seconded by Chair Godin, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Regular Meeting Held July 20, 2011.

It was moved by Committee Member Storm, seconded by Chair Godin, and unanimously carried to approve the minutes of the Facilities Committee meeting held July 20, 2011, as written.

4.2) Consideration and Possible Action on the Installation of a Liquid Granular Activated Carbon Adsorption System at the Underground Booster Station Located at the Southeast Corner of El Camino Drive and Lakeview Drive. (\$170,000.00 – Budgeted in 2011; \$77,500.00 to be Budgeted in 2012; Total Project Cost \$247,500.00 – Engineering Manager Knudson)

Engineering Manager Knudson reviewed staff's recommendation to proceed with the distribution of a procurement specification and design of the supporting site work for the installation of a 30,000 lb. liquid Granular Activated Carbon (GAC) adsorption system, and after discussion of compliance regulations, how this will extend the life of GAC at the water treatment plant to help reduce costs, the total project cost, and the budget for this work, it was moved by Committee Member Storm, seconded by Chair Godin, and unanimously carried to authorize staff to proceed with the development of a procurement specification for bidding the procurement of equipment for the installation of a 30,000 lb. liquid Granular Activated Carbon (GAC) adsorption system at the southeast corner of El Camino Drive and Lakeview Drive with bids then presented to the full Board for consideration.

4.3) Status Report on Security Grants Available From Homeland Security. (Facilities Manager Moore/Equipment Mechanic Supervisor Hardenbrook)

Equipment Mechanic Supervisor Hardenbrook informed the Committee that he researched security grants for radio equipment as well as other state grants; that most application deadlines were in June; and that staff will watch deadlines for next year as there is a short time-frame for submitting grant applications.

5) Information Items.

Facilities Manager Moore informed the Committee that a liability concern was raised at the last Committee meeting regarding razor wire installed at the 25th Street East tank site due to repeated vandalism and graffiti at this site and that he discussed this concern with Mr. Lee Patton, the District's Risk Assessment Manager from JPIA, who indicated there are no liability issues as signs are posted noticing the razor wire.

He then informed the Committee that Mr. Patton's next visit to the District is scheduled for January 2012.

There were no additional information items to discuss.

6) Public Comments on Closed Session Agenda Matters.

Ms. Joan Guyer, Ana Verde Rural Association, questioned the cost of the security system proposed for the water treatment plant after which General Manager LaMoreaux clarified that the subject for today's meeting is the security system project itself, and the financing of the project will be discussed by the Finance Committee next week.

There were no further public comments on closed session agenda matters.

7) Closed Session Under Government Code Section 54957 – Conference With Staff and Security Consultant on Matters Posing a Threat to District Facilities.

At 4:31 p.m., Chair Godin called for a closed session pursuant to Government Code Section 54957 – Conference with staff and security consultant on matters posing a threat to District facilities. She reconvened the Committee meeting at 4:59 p.m.

8) Public Report of Any Action Taken in Closed Session.

General Manager LaMoreaux reported that a closed session had been held under Government Code Section 54957 – Conference with staff and security consultant on matters posing a threat to District facilities; that the Committee discussed the security situation at the Leslie O. Carter Water Treatment Plant and potential solutions with staff and the security consultant; but that no action reportable under the Brown Act was taken in closed session on this matter.

9) Consideration and Possible Action on the Purchase of a Security System at the Leslie O. Carter Water Treatment Plant. (\$50,000.00 – Budgeted in 2011; \$170,000.00 to be Budgeted in 2012; Total Project Cost \$220,000.00 – Treatment Plant Supervisor Boka)

Treatment Plant Supervisor Boka reviewed the 2011 and 2012 budgets and proposed work for installing a security system at the Leslie O. Carter Water Treatment Plant, and after a brief discussion of this work, it was moved by Committee Member Storm, seconded by Chair Godin, and unanimously carried to approve the initial work for this project budgeted in 2011 and to present this item to the Finance Committee for discussion of financing options for the remaining 2012 cost.

10) **Board Members' Requests for Future Agenda Items.**

Committee Member Storm requested "Status report on power utilization from the wind turbine, the hydroelectric project, and the solar project" be placed on the next agenda for consideration after which General Manager LaMoreaux informed the Committee of the circumstances for the delays in obtaining this information.

There were no further requests for future agenda items.

11) **Adjournment.**

There being no further business to come before the Facilities Committee, the meeting was adjourned.

Rohit E. Almal

Chair

**MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION,
FEBRUARY 16, 2012.**

A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, February 16, 2012, at the Palmdale Water District at 2029 East Avenue Q, Palmdale. Chair Dexter called the meeting to order.

1) Pledge of Allegiance.

At the request of Chair Dexter, Commissioner Hogan led the pledge of allegiance.

2) Roll Call.

Attendance:

Gordon Dexter, Chair

Barbara Hogan, Vice Chair

Andy Rutledge, Secretary

Kathy Mac Laren, Commissioner

Dave Rizzo, AVEK Alt. Cmsner. 2 members of the public

Others Present:

Matt Knudson, General Manager

Mike Riddell, Attorney

Brad Bones, LCID General Manager

Dawn Deans, Executive Assistant

Leo Thibault, Treasurer-Auditor—

George Lane, Commissioner—

EXCUSED ABSENCE

3) Public Comments for Items Not on the Agenda.

There were no public comments.

4) Approval of Minutes of Special Meeting Held January 19, 2012.

It was moved by Commissioner Rutledge, seconded by Alt. Commissioner Rizzo, and unanimously carried to approve the minutes of the regular meeting held January 19, 2012, as written.

5) Payment of Bills.

General Manager Knudson reviewed the bills received for payment after which it was moved by Commissioner Rutledge, seconded by Commissioner Mac

Laren, and unanimously carried to pay the bills received from PWD in the amount of \$746.58 for staff services; from The Rogee Company, Inc. in the amount of \$45.00 for the monthly web site subscription; from IES in the amount of \$976.50 for development of the new web site and \$245.00 for maintenance of the web site; and from AVEK in the amount of \$469.12 for staff services.

6) Consideration and Possible Action on Joint Funding Agreement for the Continuation of the Cooperative Water Resources Program (Groundwater Monitoring Program) Between AVSWCA and USGS During the Period November 1, 2011 to October 31, 2012. (\$54,500.00).

General Manager Knudson provided an overview of the Joint Funding Agreement for the Cooperative Water Resources Program, and after a brief discussion of funding, the benefit of this Program, and a future Antelope Valley Watermaster taking over this project, it was moved by Commissioner Rutledge, seconded by Alt. Commissioner Rizzo, and unanimously carried to approve the Joint Funding Agreement for the continuation of the Cooperative Water Resources Program (Groundwater Monitoring Program) between the AVSWCA and USGS for the period of November 1, 2011 to October 31, 2012 in the not-to-exceed amount of \$54,500.00.

7) Consideration and Possible Action on the AVSWCA Hosting AB 1234 Training. (General Manager Knudson)

General Manager Knudson provided an overview of past AB 1234 training, and after a brief discussion of the training, it was moved by Alt. Commissioner Rizzo, seconded by Commissioner Mac Laren, and unanimously carried that the AVSWCA host AB 1234 training to be held at the Palmdale Water District's office on March 19, 2012 at 6:30 p.m.

8) Consideration and Possible Action on Regional Control of Water From the State Water Project. (General Manager Knudson)

General Manager Knudson informed the Commissioners that the draft agreement for submittal to the Department of Water Resources prepared by Attorney Lemieux has been forwarded to AVEK and PWD's legal counsel, and staff will

review all comments and submit the draft agreement to the Department of Water Resources for review after which the Commissioners discussed the draft agreement.

9) Consideration and Possible Action on Agency Interest in Funding a Feasibility Study for Development of a Joint Recharge/Water Banking Project on the East Side of the Antelope Valley. (General Manager Knudson)

General Manager Knudson informed the Commissioners that he and Controller Barnes are developing a presentation for each of the member agencies' General Managers to present to their Boards for direction on agency interest in funding a feasibility study for the development of a joint recharge/water banking project on the east side of the Antelope Valley.

10) Consideration and Possible Action on the AVSWCA Website. (Controller Barnes)

General Manager Knudson informed the Commissioners that additional feedback has been provided to IES for further development of the website; that photos have been requested from the three member agencies; and that the website is expected to be live the week of February 27.

11) Report of General Manager.

General Manager Knudson informed the Commissioners that updated contact information for the Commissioners, staff, and legal counsel has been provided in the agenda packets.

a) Status Report on Separate Bank Account for Grant Funds.

General Manager Knudson requested one Commissioner accompany him to Wells Fargo Bank to add Commissioner Mac Laren to the Association's accounts and to establish a new account for the Prop. 84 grant funds after which Commissioner Hogan volunteered for this task.

b) Status Report on Payment to the Association for Management of Grant Funds.

General Manager Knudson reported that he will discuss developing an agreement between the stakeholders and the Association for funding Association staff time for administration of the grant at the next IRWMP Advisory Team meeting.

c) Status Report on Professional Services Agreement With RMC Water and Environment for Updating the 2007 Integrated Regional Water Management Plan.

General Manager Knudson reported that RMC Water and Environment has agreed to a payment payout cap of \$100,000 prior to the Association's reimbursement of grant funding under the Professional Services Agreement for updating the 2007 Integrated Regional Water Management Plan and that language has been added to the Agreement to clarify this provision.

d) Status Report on Presentation From the Association of California Water Agencies on Their Services and Activities. (Commissioner Lane)

General Manager Knudson reported that the Association of California Water Agencies (ACWA) is available to attend the Association's March 8 meeting to make a presentation regarding their services and activities and that ACWA has requested JPIA refund checks be presented to the three member agencies at that meeting after which it was agreed that these checks be presented at the Association meeting.

12) Report of Controller.

Controller Barnes was not present at the meeting.

13) Reports of Commissioners.

There were no reports of Commissioners.

14) Report of Attorney.

Attorney Riddell reported that at the recent State Water Contractors' meeting, there was discussion on the likelihood of reducing the State Water Project's 60% allocation, the safety of carry-over water from spilling, the Delta Habitat

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION
FEBRUARY 16, 2012
REGULAR MEETING

Conservation and Conveyance Plan (DHCCP) supplemental funding agreement, and dues.

15) Commission Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

16) Consideration and Possible Action on Scheduling the Next Association Meeting.

It was determined that the next regular meeting of the Association will be held March 8, 2012 at 6:30 p.m. at PWD.

17) Adjournment.

There being no further business to come before the Commissioners, the regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was adjourned.



Vice Chair

**MINUTES OF MEETING OF THE WATER SUPPLY & RELIABILITY COMMITTEE
OF THE PALMDALE WATER DISTRICT, FEBRUARY 17, 2012:**

A meeting of the Water Supply & Reliability Committee of the Palmdale Water District was held Friday, February 17, 2012, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Dexter called the meeting to order.

1) Roll Call.

Attendance:

Water Supply & Reliability Cmte:
Gordon Dexter, Chair
Gloria Dizmang, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Jon Pernula, Water & Energy Resources Mngr.
Matt Knudson, Engineering Manager
Dawn Deans, Executive Assistant
1 member of the public

2) Adoption of Agenda.

It was moved by Committee Member Dizmang, seconded by Chair Dexter, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held November 8, 2011.

Chair Dexter stated that the minutes of the meeting held November 8, 2011 are approved, as written.

4.2) Presentation of Monthly Water Demand and Supply Status. (Water & Energy Resources Manager Pernula)

Water & Energy Resources Manager Pernula informed the Committee that staff tracks monthly water supply projections, water received, and projected water sales and use and then provided an overview of the water demand graphs and charts included with the agenda packets, staff's water planning strategies, and fluctuations in water supply from the State Water Project.

Chair Dexter then stated that presentations on the State Water Project and the District's water resources will be made to the full Board.

4.2) Presentation on Overview of Water Resource Activities. (Water & Energy Resources Manager Pernula)

Water & Energy Resources Manager Pernula provided an overview of the District's water resources and supplies including the District's three water sources; a comparison of source water, production, and consumption; active services and the decline in gallons per capita per day; actual monthly production and use versus projections for 2011; anticipated future demands and the District's regional planning documents for meeting these demands; removal of sediment from Littlerock Reservoir and how this will affect supply; and the District's current water resource projects and negotiations after which input on this presentation was requested prior to presentation to the full Board.

5) Project Updates.

5.1) Recycled Water Master Plan. (Water & Energy Resources Manager Pernula)

Chair Dexter stated that there are no updates to report on this item due to litigation.

5.2) Strategic Water Resources Plan. (Water & Energy Resources Manager Pernula)

Water & Energy Resources Manager Pernula reported that legal counsel's comments on the draft Programmatic Environmental Impact Report for the Strategic Water Resources Plan have been received and will be incorporated into the environmental documents.

5.3) Water Purchase Opportunities. (Water & Energy Resources Manager Pernula)

Chair Dexter stated that opportunities under this item, when available, will be discussed in closed session.

5.4) Water Treatment and Transportation Agreement Between Palmdale Water District and Antelope Valley East Kern Water Agency – Acton Water Treatment Plant. (Engineering Manager Knudson)

Engineering Manager Knudson reported that AVEK's contractor is scheduled to mobilize next week for construction of this project; that all permits have been obtained; that this project is on schedule; and that AVEK's consultant has kept the District involved on their progress.

5.4) Littlerock Dam Sediment Removal Project. (Engineering Manager Knudson)

Engineering Manager Knudson provided a brief overview of the sediment removal project including the location and intent of the proposed grade control structure, the amount of sediment scheduled for removal in the initial project and the effect on water storage capacity, proposed methods for removing the sediment, and environmental work associated with the project and then informed the Committee that a public scoping meeting will be scheduled to review the project in detail and that there have been discussions with the Department of Water Resources regarding flexibility within the State Water Project for the water in Littlerock Reservoir.

6) Information Items.

General Manager LaMoreaux informed the Committee that with a late start date, the District's water banking project ended as of January 31 and that the District can recover 2,603.8 acre feet of water from this project, which means the District delivered over 5,200 acre feet of water to the water bank.

Water and Energy Resources Manager Pernula then informed the Committee that the District has over 1,000 acre feet of carry-over water to add to this year's water supply.

There were no further additional information items to discuss.

7) Board Members' Requests for Future Agenda Items.

Committee Member Dizmang requested photographs of the arroyo toad.

Chair Dexter stated that the next Water Supply & Reliability Committee meeting will be held March 16, 2012 at 3:00 p.m.

Monitoring the use of banked water was then briefly discussed.

There were no further requests for future agenda items.

8) **Adjournment.**

There being no further business to come before the Water Supply & Reliability Committee, the meeting was adjourned.



Chair

PALMDALE WATER DISTRICT

DEPARTMENT STATUS REPORT

February 2012

DATE: March 21, 2012
TO: BOARD OF DIRECTORS
FROM: Dennis D. LaMoreaux, General Manager

OPERATIONS

Peter Thompson II, Operations Manager

- The Plant returned to full operation following a successful two weeks of “Annual Winter Maintenance.”
- Laboratory Analyst Audel Narez completed his training program successfully, one month ahead of schedule.
- The Facilities Department and Operations staff are working together to erect the towers for the new SCADA radio backbone. This project will eventually replace obsolete radios. It will provide greater data transmission and real time data over SCADA improving system energy efficiency, alarm response, and opening up options for remote site security.
- Operations staff initiated a study of flocculation energy effects on settled and finished water quality. Their efforts have already produced results drawing a clear correlation between flocculation adjustments and improved settled and filtered water quality. Work on this project will continue as we progress through the year and raw water quality and plant flows change.
- Staff coordinated a meeting between PWD representatives, Fin and Feather, L.A. County Fire, and the Forestry Department to review a mutually beneficial plan for Cat Tail reduction around the Lake. Work is tentatively scheduled for October 2012.
- The SolarBee contracted maintenance was successfully coordinated and completed for all SolarBee mixers in the Lake and the distribution tanks.

- The total production for February was 1,028 Acre Feet. 53% was from Surface Water, and 47% was from Groundwater. The total delivery of water to Lake Palmdale was 610.4 Acre Feet, all of which came from the DWR turnout. February 2012's production was up by 14.4% compared to February 2011's and is a 3.8% increase when compared to the five-year average for February.

HUMAN RESOURCES

Jeannie Burns, Human Resources Manager

- Conducted research and participated in several telephone conference calls with CalPERS regarding the agency's medical benefits programs and offerings. Conducted research and participated in telephone conferences with ACWA/HBA and Kaiser Permanente exploring different cost saving measures in the area of medical benefits.
- Researched and prepared proposal information in the area of Health & Welfare Benefits regarding cost-cutting measures for the Personnel Committee. Options researched and presented at the Personnel Committee Meeting were: (a) consideration of changing medical coverage from the Association of California Water Agencies/Health Benefits Authority (ACWA/HBA) plans to CalPERS medical plans; (b) consideration of a cash-in-lieu benefit program for employees who currently have dual medical coverage; (c) shared cost of dependent coverage premiums; (d) participate in the standard incentive program offered by ACWA/HBA requiring all employees to be enrolled in a District sponsored plan through ACWA/HBA, including the independently contracted Kaiser Plan; (e) change existing Kaiser Permanente Plan options to include a co-pay option similar to the District's other medical plans; (f) offering post employment medical benefits if the CalPERS Medical Plan is approved; and (g) considering a personal day purchase program to generate revenues for the District.
- Researched and held several teleconferences, attended webinars and gathered data for consideration of another Two-Year Additional Service Credit Retirement Incentive Program. As the District's contract already contains an Amendment to this effect, the only requirements for the program will be to agree to noting the costs to be amortized over 20 years at a Board meeting in compliance with Government Section 7507 and adoption of a Resolution stating the designated period two weeks later. Secured appropriate documents for Personnel Committee review from CalPERS.
- Prepared reports analyzing the historical turn-over rate for District staff. Gathered data for analysis of employee overtime expenditures.

- Coordinated the random screening process with managers and employees. Scheduled Department of Motor Vehicle physicals for staff. Facilitated the monthly Safety Committee meeting. Coordinated return-to-work process with Occu-Med staff. Facilitated employee relations meetings.

ENGINEERING

Matt Knudson, Engineering Manager

- **Littlerock Dam Sediment Removal** – The District and Aspen Environmental Group met with the United States Forest Service (USFS) staff and their biologist to discuss the proposed project at Littlerock Dam. The USFS should be submitting comments on the draft MOU back to the District the week of March 26, 2012. District staff sent letters to the quarry owners located at approximately Avenue T and 70th Street East to start discussing the possibility of disposing the sediment there.
- **Specification No. 0903 – 9th Street East and 12th Street East Water Main Replacement** – The contractor (VCI Construction) completed the punch-list items and paving the week of March 19, 2012. Once the permits are signed off from the appropriate agencies, the District will issue the Notice of Completion for this project.
- **Transit Village Development – Avenue Q and 4th Street East** – The developer for this project has hired a new engineer to design the proposed water system improvements that will serve this project. District staff met with their new engineer the week of March 12, 2012, and they are working on phasing the project in order to help expedite the construction of the proposed public fire hydrants, which will allow them to start construction of the on-site structures. This project will ultimately serve approximately 1,027 dwelling units at build-out. The District issued a Water Supply Assessment for this project in June, 2011.
- **Inter-tie with AVEK (Acton WTP)** – The contractor started construction of the railroad crossing bore and is scheduled to complete the bore and installation of the 20-inch carrier pipe the week of March 26, 2012. Once they are complete with the bore, they will start construction of the pipeline in Sierra Highway.
- **Specification No. 0902 – Avenue Q-3/Sumac Avenue Water Main Replacement** – Staff completed the design for this project and will begin advertising for construction bids the week of March 26, 2012.

FACILITIES

Tim Moore, Facilities Manager

- The Construction Crew repaired (17) mainline leaks and installed (6) ¾" & (4) 1" residential services lines.
- Repairing curb and gutter sections after pipeline replacement on 12th Street East and Avenue Q.
- Replaced Fire Hydrant run and riser, pipe at connection failed.
- The Ongoing Valve Exercise Program, along with the Water Quality Flushing Program, is producing good chlorine residuals and low turbidity numbers in the field with the Air-Vac Maintenance Program achieving better function in our distribution system.
- Building and Grounds: Building and grounds repairs included replacing sink faucet, repairing 2 exhaust fans, unplugging urinal, repairing door lock and hinge, replacing flush valve batteries, replacing light bulbs, repairing 3 HVAC units, cleaning up hazardous waste storage area, and preparing waste for disposal as well as general housekeeping in Shop area.
- Completed (2) pump and motor PM's (preventive maintenance) at well sites.
- The mechanics completed (22) vehicle repairs, (13) truck and trailer repairs, (4) crane inspections and repairs and (10) heavy equipment repairs.
- Well 15, 25th Street Generator, and 45th Street Generator – Mechanics and vendor completed compliance source testing of all the natural gas engines for efficiency.

INFORMATION TECHNOLOGY

Jim Stanton, Information Technology Manager

- The new web site continues to be at the top of my Top 5. In the month of February, we saw 6,760 visits. Of those, 3,334 were unique, first time visitors. Statistically this remains unchanged from last month. PWD customers stayed on the web site for an average of 1 minute 19 seconds before finding the information they needed, and they were able to access that information in an average of 2 page views. This data is consistent with the numbers we saw for the previous quarter and represents a slight increase in customer visits. Approximately 32% of that traffic is direct, a user has a favorite or enters the address in their browser, approximately 64% is referred by search engines, and

approximately 4% is sent by other sites. Again, these numbers remain almost unchanged from the previous quarter.

- **Network Infrastructure Upgrade Project** – The Internet backbone at both the Main Office and Water Treatment Plant were upgraded from 1.44mbs copper T-1 lines to 10mbs fiber connections. This added speed will allow our customers to view and download information from our web site faster. Internal employees will be able to research faster cutting down on the time it takes to do Internet research. Plus, the new pipe will serve as a failover connection between the two locations for disaster recovery efforts. Implementation of the new Virtual Local Area Networks (VLANs) will take place in March.
- **Telephone Project** - Staff is working with the vendor on obtaining data for the implementation of the telephone project. Anticipate this project to continue through March.
- **Cogsdale** – Staff continues to work with Cogsdale support personnel to resolve several support issues.
- **Email Statistics** - The email filter reported processing 65,810 emails for the month of February. Out of that total, only 10,998 were processed and sent on to users (both internal and external) or only approximately 17% of all email was sent on.

WATER CONSERVATION

Claudette Roberts, Water Conservation Supervisor

- **Monthly Number of Customers Applying for Rebates:**

REBATES 2012	NUMBER PER MONTH												2012	2012	2010-
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals	Paid out	Pending
Cash for grass	4	3											7	4	98
Toilets	19	12											31		
Washing machines	8	2											10		
MP rotators	0	0											0		
Smart controllers	0	0											0		
HydroPoint Controllers	0	0											0		

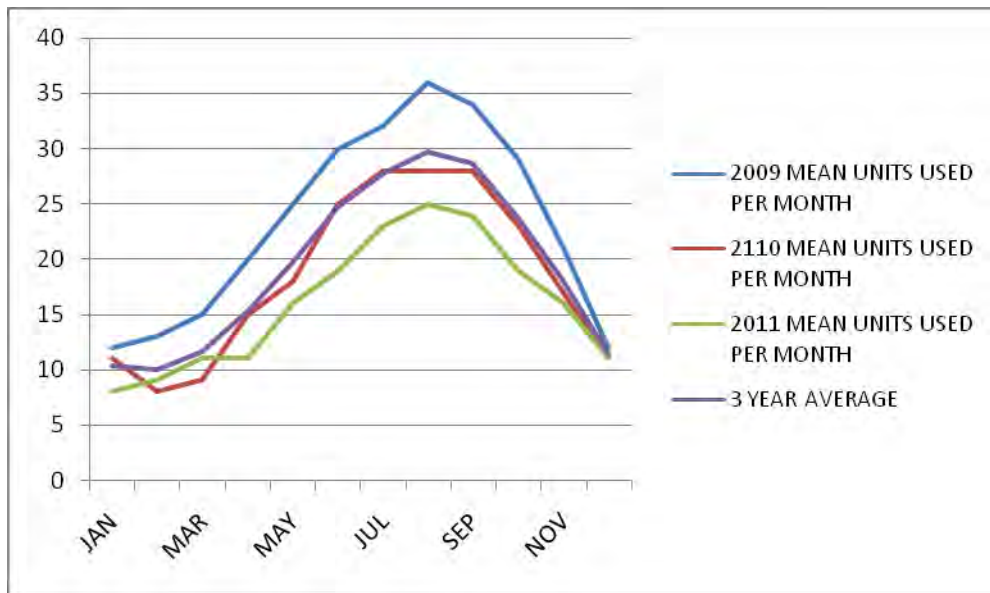
- **Water News/Press Releases/Employee Newsletter:** The next Water News for this year will go out in April. We have only been producing six issues per year for the last two years. We do send out the employee newsletter each month.

- **Tours and presentations to schools:** School has started, and PWD's school education program has been sent out to all the schools in the Palmdale School District. The educational program outlines tours, presentations and contests for the 2011/2012 school year.

We do have a large number of teachers who are interested in tours. Two tours are set for March and additional safety precautions will take place. To be on track with CUWCC reporting, the District will provide at least 4 elementary school tours during the year.

The Conservation Department coordinates with other departments for additional public tours when there is a special occasion. These types of tours do not usually include school age children, and the District does not pay for transportation to the treatment plant unless otherwise decided and approved by the Board of Directors.

- **Events:** The District, including Quartz Hill Water District and Rosamond Community Services District, sponsored the speakers at Home Show in Lancaster working with AV College's Agricultural Department. The AV Water Partners, consisting of Palmdale Water District, LA County Water Works, Rosamond Community Services District, and Quartz Hill Water District, have partnered with the AV College to have a series of Landscape Workshops at the College the third Saturday of every month. PWD will host the workshop in April.
- **Water Use Calculations:** The Conservation Department has been inputting water use data on all rebate customers in order to analyze water use savings per customer per year and total water use savings per rebate per year. Each customer has a water use sheet, and all data for each customer is then logged into an excel database for analyzing water savings.
- The chart on the next page shows the average units of water used per month by Cash for Grass customers.



FINANCE/CUSTOMER SERVICE
Michael Williams, Finance Manager

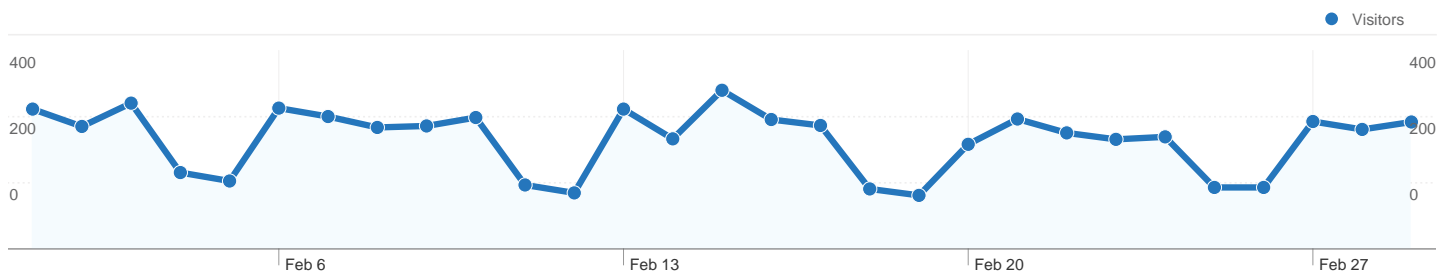
Finance:

- Began working with a possible replacement to our Cogsdale utility billing software. Went through a couple of demonstrations and then began looking closely at their system to see if it will function to our specification, rules and regulations. The name of the company is Starnik, Inc., and their system is called Utility Trak R. The system is cloud based so there is no software to purchase and nothing resides on our servers. Because of this, it removes the main inhibitor of changing systems which is a large outlay of cash. Staff will continue the research and feasibility study throughout March and possibly be ready for parallel runs on a few routes with our live production by early April.
- Continued the audit balancing of assets and liabilities accounts along with bank accounts.
- Supervisor attended the AWWA Management Institute.
- Set-up the 2012 budget and templates in the financial reporting software.
- Completed calculation of tier adjustment refunds through June 2011. Total through that period are:

Totals	Bills	Refund
SFR	109,873	\$304,204.30
MFR	851	\$7,118.82
IRR	1,011	\$86,946.81
	111,735	\$398,269.93

Customer Service:

- EBPP statistics as of 02/28/12: 8,645 registered, 2,873 or 33% paperless, and 901 or 10% Autopay.
- Processed 22 Leak Adjustment Applications, no denials.
- Issued 1,907 door tags and 145 Shut-Off notices. Processed 25,808 payments, 277 applications for new service, and 89 requests to close service. Handled 4,961 customers over the phone (phone system did not record full month) and 5,972 at the counter.
- Replaced 294 Itron's, 35 Itron's/Register combinations, and 47 Registers only. Also replaced 19 stuck meters. Processed 909 Service Orders.
- Processed 243 Late Notices, 156 Collection Letters, and Assigned 181 accounts to collection agency on former customers.
- Assistant Supervisor attended AWWA Management Institute



3,481 people visited this site

 **6,760 Visits**

 **3,481 Absolute Unique Visitors**

 **13,600 Pageviews**

 **2.01 Average Pageviews**

 **00:01:19 Time on Site**

 **38.37% Bounce Rate**

 **49.30% New Visits**

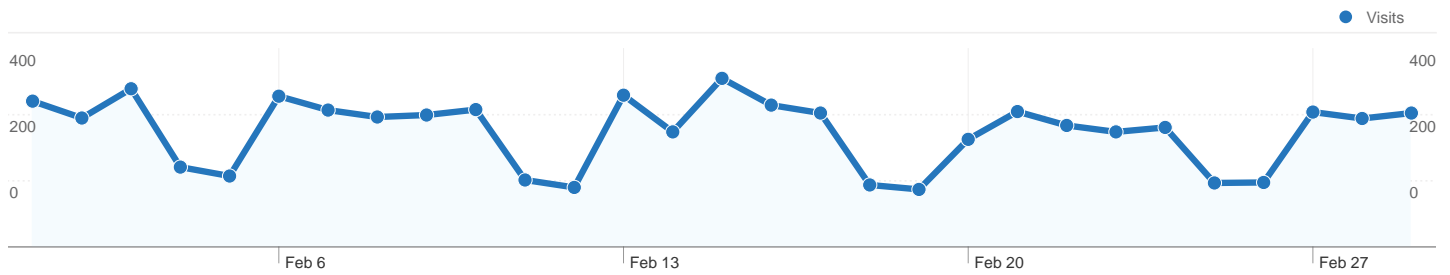
Technical Profile

Browser	Visits	% visits
Internet Explorer	3,685	54.51%
Firefox	1,145	16.94%
Safari	818	12.10%
Chrome	757	11.20%
Android Browser	277	4.10%

New vs. Returning

Feb 1, 2012 - Feb 29, 2012

Comparing to: Site





















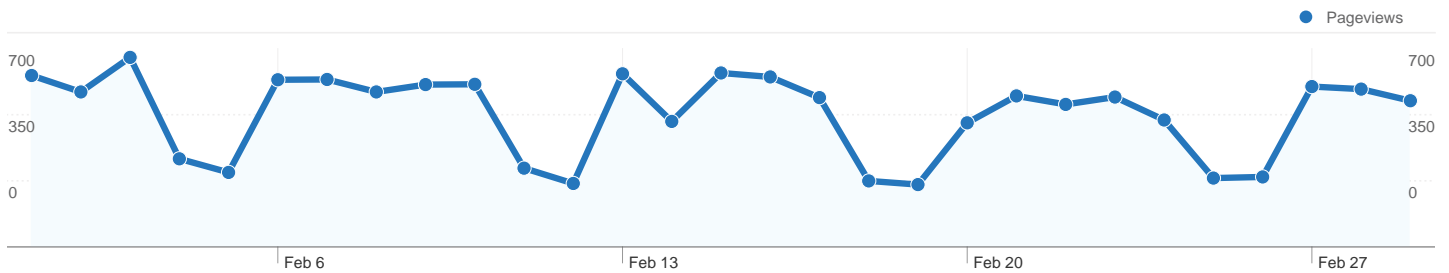
6,760 visits from 2 visitor types

Site Usage

Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate
6,760 % of Site Total: 100.00%	2.01 Site Avg: 2.01 (0.00%)	00:01:19 Site Avg: 00:01:19 (0.00%)	49.32% Site Avg: 49.30% (0.03%)	38.37% Site Avg: 38.37% (0.00%)
Visitor Type	Visits	Visits	Visits	
Returning Visitor	3,426	50.68%	<div> <div>49.32%</div> <div>50.68%</div> </div>	
New Visitor	3,334	49.32%		

Most visits tracked: 2 pageviews

Pageviews in the visit	Visits with this many pageviews	Percentage of all visits
1 pageviews	2,594.00	 38.37%
2 pageviews	3,053.00	 45.16%
3 pageviews	482.00	 7.13%
4 pageviews	316.00	 4.67%
5 pageviews	129.00	 1.91%
6 pageviews	58.00	 0.86%
7 pageviews	41.00	 0.61%
8 pageviews	33.00	 0.49%
9 pageviews	16.00	 0.24%
10 pageviews	8.00	 0.12%
11 pageviews	5.00	 0.07%
12 pageviews	8.00	 0.12%
13 pageviews	4.00	 0.06%
14 pageviews	1.00	 0.01%
15 pageviews	6.00	 0.09%
16 pageviews	3.00	 0.04%
18 pageviews	1.00	 0.01%
20+ pageviews	2.00	 0.03%



68 page titles were viewed a total of 13,600 times

Content Performance

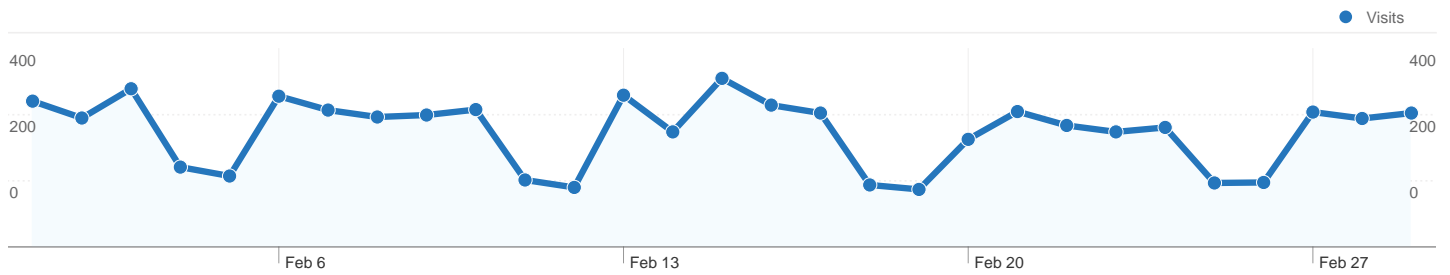
<div>Pageviews</div> <div>13,600</div> <div>% of Site Total:</div> <div>100.00%</div>	<div>Unique Pageviews</div> <div>11,866</div> <div>% of Site Total:</div> <div>100.00%</div>	<div>Avg. Time on Page</div> <div>00:01:18</div> <div>Site Avg:</div> <div>00:01:18 (0.00%)</div>	<div>Bounce Rate</div> <div>38.37%</div> <div>Site Avg:</div> <div>38.37% (0.00%)</div>	<div>% Exit</div> <div>49.71%</div> <div>Site Avg:</div> <div>49.71% (0.00%)</div>	<div>\$ Index</div> <div>\$0.00</div> <div>Site Avg:</div> <div>\$0.00 (0.00%)</div>	
Page Title	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit	\$ Index
Palmdale Water District	5,910	5,099	00:00:46	18.23%	20.98%	\$0.00
Pay Bill	4,787	4,297	00:03:59	87.16%	84.90%	\$0.00
Contact Us	448	408	00:02:31	73.47%	62.50%	\$0.00
Employment Opportunity	433	401	00:02:23	82.70%	68.13%	\$0.00
Service	220	198	00:02:24	81.82%	62.27%	\$0.00
Customer Service	195	155	00:01:12	47.06%	28.72%	\$0.00
Account Information	134	118	00:02:17	62.20%	60.45%	\$0.00
Rebates and Programs	133	92	00:01:32	62.50%	44.36%	\$0.00
Water Rates and Fee	80	65	00:03:08	88.89%	56.25%	\$0.00
APN Lookup	78	59	00:01:25	88.24%	33.33%	\$0.00
1 - 10 of 68						

1 - 10 of 68

Traffic Sources Overview

Feb 1, 2012 - Feb 29, 2012

Comparing to: Site

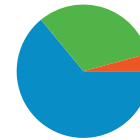


All traffic sources sent a total of 6,760 visits

31.73% Direct Traffic

4.22% Referring Sites

64.05% Search Engines



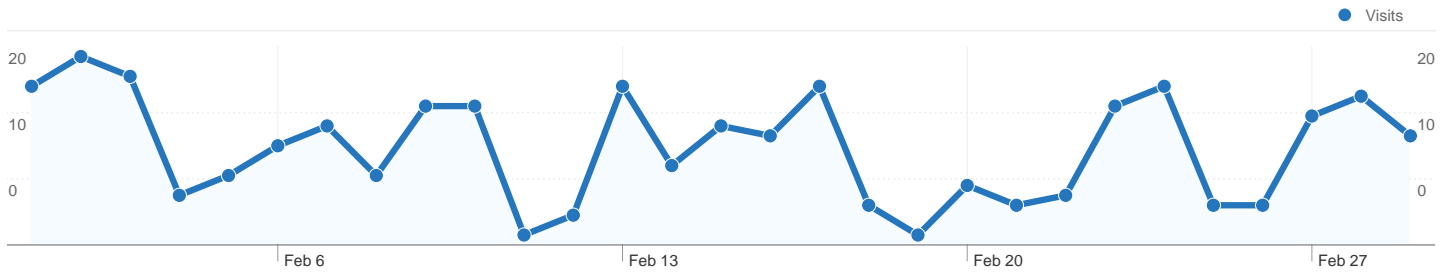
■ Search Engines
4,330.00 (64.05%)

■ Direct Traffic
2,145.00 (31.73%)

■ Referring Sites
285.00 (4.22%)

Top Traffic Sources

Sources	Visits	% visits	Keywords	Visits	% visits
google (organic)	2,829	41.85%	palmdale water district	2,030	46.88%
(direct) ((none))	2,145	31.73%	(not provided)	461	10.65%
yahoo (organic)	795	11.76%	palmdale water	436	10.07%
bing (organic)	555	8.21%	www.palmdalewater.org	222	5.13%
aol (organic)	55	0.81%	palmdalewater.org	110	2.54%



Referring sites sent 285 visits via 63 sources

Site Usage

Visits 285 % of Site Total: 4.22%	Pages/Visit 2.08 Site Avg: 2.01 (3.60%)	Avg. Time on Site 00:01:42 Site Avg: 00:01:19 (28.77%)	% New Visits 48.77% Site Avg: 49.30% (-1.08%)	Bounce Rate 41.05% Site Avg: 38.37% (6.98%)	
Source	Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate
search.mywebsearch.com	37	2.08	00:01:02	51.35%	35.14%
agency.governmentjobs.com	34	1.38	00:03:56	0.00%	76.47%
cityofpalmdale.org	33	2.97	00:03:58	54.55%	12.12%
google.com	14	2.21	00:00:30	57.14%	42.86%
search.rr.com	14	2.14	00:00:36	64.29%	42.86%
us.mc1614.mail.yahoo.com	10	1.20	00:00:01	0.00%	80.00%
toolbar.inbox.com	9	1.33	00:00:05	11.11%	66.67%
acwa.com	8	1.62	00:03:51	25.00%	50.00%
www10.palmdalewaterdistrict.com	8	2.38	00:01:24	37.50%	12.50%
local.yahoo.com	7	2.29	00:02:45	71.43%	14.29%
1 - 10 of 63					

1 - 10 of 63

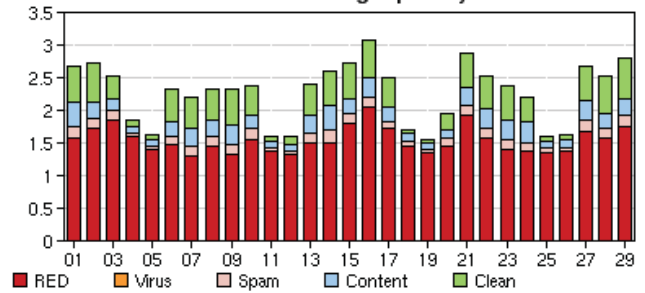
Inbound Message Summary

Message Classification



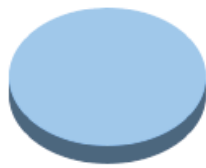
RED:	44788
Detected Spam:	3575
Content Filters:	6448
Detected Viruses:	1
Clean:	10998
Total:	65810

Thousands of Messages per Day



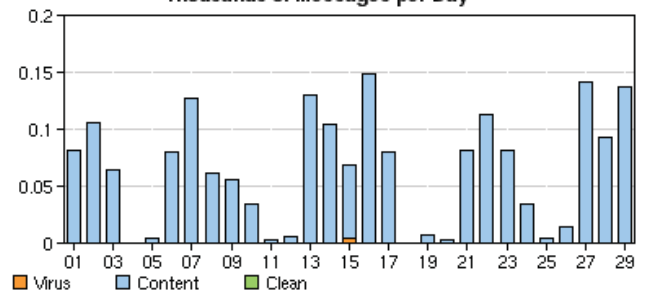
Outbound Message Analysis

Message Classification



Content Filters:	1862
Detected Viruses:	4
Clean:	0
Total:	1866

Thousands of Messages per Day



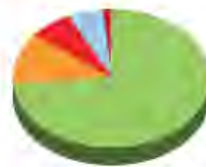
Inbound Analysis Details and Recipient Actions

Analysis Details



Clean:	10998
PBMF:	6216
Probably Spam:	1796
Certainly Spam:	905
Maybe Spam:	874
OCF:	232
Virus - Kaspersky:	1
Total:	21022

Applied Recipient Actions



Pass:	10998
Subject Modified:	1796
Reject:	1028
Just Log:	874
Quarantined:	232
Total:	14928

Outbound Analysis Details and Recipient Actions

Analysis Details



PBMF:	1862
Virus - Kaspersky:	4
Total:	1866

Applied Recipient Actions

No data available:	0
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